ILLINOIS COMMERCE COMMISSION

DOCKET NO. 03-0239

DIRECT TESTIMONY

OF

DANIAL M. NOORANI

ON BEHALF OF

**AT&T COMMUNICATIONS OF ILLINOIS, INC.,
TCG ILLINOIS AND TCG CHICAGO**

AT&T EXHIBIT 6.0

ISSUES:

COLLOCATION 1, 2(A), 2(B), 3

ROW 1

UNE 1, 2, 3, 4, 5, 6, 7, 8(a), 8(b), 9(a), 9(b), 10, 11(a), 11(b), 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24(a), 24(b), 25, 26, 30, 31, 32(a), 32(b), 33, 34

MAY 2, 2003

I. INTRODUCTION

1. Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Danial Noorani. My address is 222 West Adams, Suite 15 ES19, Chicago, Illinois 60606.

2. Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am employed by AT&T Corporation ("AT&T") as District Manager, Local Services and Access Management.

3. Q. WHAT ARE YOUR RESPONSIBILITIES AS DISTRICT MANAGER, LOCAL SERVIES AND ACCESS MANAGEMENT?

A. I am responsible for managing AT&T's business relationship with SBC Communications, Inc. ("SBC") as it relates to Collocation, Structures, Network Interconnection and Local Service related issues.

4. Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND.

A. I was granted a Bachelor's degree in Commerce & Economics from the University of Karachi in 1972. I also received a B.B.A. in 1975 and an M.B.A. in 1976 from Western Illinois University in Macomb, Illinois.

I joined Western Electric/AT&T Network Systems (now Lucent) in 1979. I was with that division of AT&T until September 1995. At AT&T

Network Systems I was the Product Manager for new services supporting our Transmission product line. I moved from that job to Project Manager, new product introductions for Digital Loop Carrier and Transmission Multiplexers. In 1984, I became Senior Contract Specialist in charge of negotiating sales contracts. From 1987 to 1995 at AT&T Network Systems I was the Sales Manager for Transmission, Cable and Wire and Central Office Cross-connect products for the SBC Account.

In October 1995 I was assigned to manage the AT&T Access Vendor Management organization in Chicago with responsibilities for the SBC region. In 1996, I was asked to assume the Carrier Relations duties in support of AT&T's local market entry. I co-chaired the Illinois Commerce Commission Workshop on Local Number Portability and was involved in the selection of a number portability vendor and the formation of a limited liability company of six telecommunications carriers for managing the number portability process. In 1999, I was promoted to my current position.

5. Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support the positions of AT&T Communications of Illinois, Inc., TCG Illinois and TCG Chicago (collectively "ATTCI"; the latter two entities will sometimes be referred to as "TCG" or "the TCG Companies") on arbitration issues relating to the Collocation, Poles, Ducts and Rights-of-Way ("ROW"), and Unbundled Network Elements

("UNE") Articles of the proposed Interconnection Agreement ("ICA") with SBC Illinois. These are Issues Collocation 1, 2a, 2b and 3; Issue ROW-1; and Issues UNE 1-7, 8(a), 8(b), 9(a), 9(b), 10, 11(a), 11(b), 12-16, 19-23, 24(a), 24(b), 25, 26, 30, 31, 32(a), 32(b), 33 and 34 as set forth on Attachment B to the arbitration petition. The Collocation issues relate generally to ATTCI's rights to locate, access and perform its own maintenance on its equipment in various collocation arrangements with SBC Illinois. The ROW issue relates to ATTCI's right to perform its own make-ready work and place its own attachments. The UNE issues relate generally to ATTCI's right to obtain UNEs and UNE combinations from SBC Illinois, without restrictions or limitations.

II. COLLOCATION ISSUES

ISSUE COLLOCATION-1: SHOULD AT&T HAVE THE RIGHT TO ACCESS AND MAINTAIN VIRTUALLY COLLOCATED EQUIPMENT?

6. Q. WHAT IS A VIRTUAL COLLOCATION ARRANGEMENT?

A. Under the Federal Communications Commission's ("FCC") rules, when physical collocation space, defined as the area in the incumbent local exchange carrier's ("ILEC") central office where a competitive local exchange carrier's ("CLEC") equipment can be segregated from the ILEC's own equipment, is exhausted, the ILEC must provide virtual collocation. Virtual collocation provides for leased space from the ILEC to the CLEC for the placement of the CLEC's equipment adjacent to the ILEC's own

equipment. The CLEC's equipment bays may be located at the end of an ILEC's equipment lineup or the ILEC may allocate vacant bay space in the middle of the ILEC lineup for a few bays of CLEC equipment.

7. Q. PLEASE EXPLAIN WHAT YOU MEAN BY AN EQUIPMENT LINEUP.

A. All equipment that is installed in a Central Office is constructed so that it can be mounted on a bay. These equipment bays are then arranged in rows. Each row of bays is referred to as a lineup.

8. Q. WHAT IS REQUIRED IN ORDER FOR A CLEC TO PERFORM MAINTENANCE ON ITS VIRTUALLY COLLOCATED EQUIPMENT?

A. The same type of maintenance activities that are necessary for physically collocated equipment are required for virtually collocated equipment. For example, when an alarm goes off or trouble is reported, the CLEC maintenance technician needs to check out the affected piece of equipment. The technicians run diagnostics on the virtually collocated equipment and if they find a defective circuit pack or card, that circuit pack needs to be replaced. In a few cases the equipment needs repair of a much more intrusive nature than just changing out a defective circuit pack. Another type of maintenance that is often required occurs when the manufacturer of a

particular piece of equipment issues an update to that equipment adding new features, or a Change Notice to correct a design or manufacturing defect.

9. Q. DOES ATTCI BELIEVE IT SHOULD HAVE THE RIGHT UNDER THE ICA TO PERFORM MAINTENANCE ON ITS VIRTUALLY COLLOCATED EQUIPMENT?

A. Yes. The current agreements between ATTCI, TCG and SBC Illinois, ICAs which resulted from an arbitration, gave ATTCI and TLE the right to perform its own maintenance on their virtually collocated equipment. The language in the current ICA allows ATTCI technicians to perform circuit pack changes, i.e., swap a new/working circuit pack in place of a defective circuit pack, and to perform other routine maintenance such as installing hardware and software updates. For example, the language in Schedule 12.12 of the current ICAs between ATTCI (and the TCG companies) and SBC Illinois states:

> 3.5 AMERITECH shall allow AT&T to perform circuit pack changes while under escort by an AMERITECH employee selected by AMERITECH. AMERITECH will provide such escort within one (1) hour of AT&T's request. AT&T agrees to pay for such escort service based upon AMERITECH's standard hourly rates for the type of personnel selected by AMERITECH to act as the escort.

> 3.6 AMERITECH shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to AT&T.

> 3.7 AMERITECH shall allow AT&T employees to install updates, including software updates, and perform routing maintenance while under escort by an AMERITECH employee selected by AMERITECH. The escort request will be made ten (10) Business Days in advance of the routine maintenance. AT&T agrees to pay for such escort service based upon AMERITECH's standard hourly rates for the type of personnel selected by AMERITECH to act as the escort.

ATTCI and the TCG companies believe that they should continue to have the right to perform their own maintenance on their virtually collocated equipment under the new ICA, just as they do in the current ICAs. Nothing has occurred to warrant departing from the current ICA provisions on this issue.

10. Q. IN ADDITION TO CONTINUATION OF EXISTING CONTRACT RIGHTS, ARE THERE ARE OTHER REASONS WHY ATTCI SHOULD CONTINUE TO BE ALLOWED TO PERFORM ITS OWN MAINTENANCE ON ITS VIRTUALLY-COLLOCATED EQUIPMENT?

A. Yes. Other reasons for allowing ATTCI to continue performing maintenance on its virtually-collocated equipment include the following (1) ATTCI's proposed method for providing access provides adequate security for SBC Illinois' and other CLECs' equipment, consistent with the provisions of SBC Illinois' collocation tariff. (2) SBC Illinois' proposed approach would impose an additional cost for ATTCI to maintain multiple circuit pack inventory. (3)

SBC Illinois' approach would create the potential for delaying repairs to equipment that is service affecting.

11. Q. WHAT DO THE CURRENT ICAs REQUIRE FOR SECURITY MEASURES WHEN ATTCI OR TCG PROVIDES MAINTENANCE TO ITS VIRTUAL COLLOCATION SITES?

A. ATTCI is required to use a security escort provided by an SBC Illinois employee and selected by SBC Illinois. Additionally, ATTCI pays for the security escort service based upon SBC Illinois' standard hourly rates for the type of personnel selected by SBC Illinois.

12. Q. DOES THE REQUIREMENT THAT ATTCI PERSONNEL MUST BE ACCOMPANIED BY SBC ILLINOIS SECURITY ESCORTS PROVIDE SUFFICIENT SECURITY?

A. Yes. An SBC Illinois security escort, paid for by ATTCI, is physically present at all times solely for the purpose of observing the ATTCI maintenance person. This SBC Illinois employee is protecting SBC Illinois' assets and making sure that the ATTCI maintenance person only touches the ATTCI equipment in the lineup. The escorted security escort method is one that has been implemented by SBC Illinois in its Illinois Collocation Tariff. The Physical Collocation section of the tariff prescribes exactly the same escort security process, for situations in which physically collocated CLEC

equipment is not separated from SBC Illinois equipment, that ATTCI is advocating for the new ICA.

13. Q. HAVE THERE BEEN ANY INSTANCES OF MISCONDUCT BY AT&T MAINTENANCE PERSONNEL SINCE THE IMPLEMENTATION OF THE SECURITY ESCORT PROCEDURES?

A. No. For five years, AT&T, CLECs and SBC ILECs have been working under these procedures in several states. There has not been a single security incident involving AT&T employees in SBC central offices.

14. Q. DO YOU SEE ANY REASON FOR CHANGE IN THE CURRENT SECURITY ARRANGEMENTS RELATING TO ACCESS BY ATTCI MAINTENANCE PERSONNEL TO VIRTUALLY COLLOCATED EQUIPMENT?

A. No. There is absolutely no reason to change what has been working well for the last five years. This is particularly true in light of the fact that SBC Illinois acknowledges through its own Illinois Collocation Tariff that escorted security access is an acceptable method for allowing CLECs to access and work on their collocated equipment in an SBC Illinois central office.

15. Q. DOES ATTCI BELIEVE THAT SBC ILLINOIS SHOULD PERFORM THE MAINTENANCE ACTIVITIES ON ATTCI'S EQUIPMENT IN THE VIRTUALLY COLLOCATED SPACE?

A. No. SBC Illinois' insistence on performing the maintenance on ATTCI's virtually collocated equipment is problematic. Where SBC has had responsibility for maintaining virtually collocated equipment, it frequently has required AT&T's intervention to resolve all but the most basic maintenance issues. For example, whenever the replacement of a circuit pack is necessary, SBC has required that AT&T send out an AT&T technician.

16. Q. DOES SBC ILLINOIS' PROPOSED MAINTENANCE ARRANGEMENT PUT MORE OF A COST OR RESOURCE BURDEN ON ATTCI TO PROVIDE SERVICE TO ITS VIRTUALLY COLLOCATED EQUIPMENT, OR NECESSITATE ADDITIONAL WORK BY ATTCI THAT WOULD OTHERWISE NOT BE REQUIRED IF THE CURRENT ESCORT SECURITY ARRANGEMENT REMAINED IN PLACE?

A. Yes. ATTCI would have to send out a technician, who is perfectly capable and trained to replace a circuit pack, just to hand-deliver the circuit pack to an SBC Illinois employee (whose time is being billed to ATTCI), thus doubling ATTCI's expense to perform this maintenance work. The other alternative open to ATTCI would be to purchase additional space from SBC Illinois for a secured storage cabinet at the virtual collocation site to store circuit packs for SBC Illinois' technicians to use in exchanging circuit packs. Besides the additional expense of installing the storage cabinet and the recurring charges for the space it would occupy, it is more cost efficient for ATTCI to maintain

one central storage site for replacement circuit packs for all its collocations, both virtual and physical. Not only would ATTCI have to maintain multiple circuit pack storage sites (one for each virtual collocation), it would have the additional burden of inventorying and replenishing the multiple storage sites. This is another example of why it is more efficient and cost-effective for ATTCI to perform the maintenance on its virtually collocated equipment, as it does under the current arrangements, rather than be required to have SBC Illinois technicians perform the maintenance.

ISSUE COLLOCATION 2(a): CAN AT&T DIRECTLY CONNECT EQUIPMENT COLLOCATED ON SBC ILLINOIS' PREMISES TO AT&T EQUIPMENT SITUATED IN SPACE NOT OWNED OR OCCUPIED BY SBC ILLINOIS, UNDER A CONDOMINIUM ARRANGEMENT?

17. Q. WHAT IS A CONDOMINIUM ARRANGEMENT?

A. At the time of divestiture in 1984 when the Bell system was divided into AT&T and the Regional Bell Operating Companies ("RBOCs"), the long distance and local assets were divided between the companies. Quite a few of the wire centers were allocated so that an RBOC and an AT&T wire center were located in the same building. In some of these buildings each company owned its own part of the building. These arrangements were called Condo or 3D arrangements.

18. Q. WHAT IS SBC ILLINOIS' PROPOSAL FOR CABLING OPTIONS AVAILABLE TO ATTCI WHEN ATTCI WANTS TO CONNECT FROM ITS COLLOCATION CAGE IN THE SBC ILLINOIS SIDE OF

A CONDOMINIUM ARRANGEMENT TO THE ATTCI PORTION OF THE BUILDING?

A. First, let me provide some history on this issue. Originally, in 1999, SBC (which was Ameritech at that time) insisted that in this situation AT&T would have to first run cable out of the Condo building and then come back into the building through a meet manhole into the cable vault. After Ameritech took this position, AT&T immediately met with the FCC Common Carrier Bureau to initiate a rocket docket complaint on this issue. After listening to AT&T the FCC representatives spoke to Ameritech and convinced it to withdraw the demand for AT&T to have to run cable out of the building only to come right back in. Consequently, AT&T and Ameritech jointly drafted the Condo-Collo interconnection language that was added via an amendment in 1999 to the current ICA in Illinois. This amendment is the basis for the language proposed by ATTCI in this arbitration and has been implemented in new ICAs in other SBC Midwest states (Wisconsin, Indiana, Ohio and Michigan). However, SBC Illinois has now decided to reject the ATTCI proposal, which is based on the existing ICA language, and has proposed new language that would make the process of connecting ATTCI equipment in collocation in the SBC Illinois side of a Condo building to the ATTCI side of the building more difficult and expensive for ATTCI in the future. SBC Illinois' proposed language is provided under Issue Collocation 2a in Attachment B to the arbitration petition.

19. Q. WHAT ARE YOUR SPECIFIC OBJECTIONS TO THE LANGUAGE PROPOSED BY SBC ILLINOIS FOR ISSUE 2(a)?

A. The specific problems that ATTCI has with the language SBC Illinois has proposed are:

1. The SBC Illinois proposal would require ATTCI to use an SBC "Non Standard Collocation Request" ("NSCR") form to establish the arrangement. What this means is that SBC Illinois will charge ATTCI a special fee for processing the NSCR form, and will provide an installation interval and pricing for the job on an Individual Case Basis ("ICB"). This is totally unnecessary. What is entailed here is just a simple cabling job, which is a very small sub-set of what is involved in an average Collocation job. SBC Illinois provides all CLECs, including ATTCI, the ability to pull cable into an SBC Illinois central office for connecting to the CLECs' collocation cages, including access to SBC Illinois risers and cable racking, on a daily basis as part of normal collocation activity. SBC Illinois also has standard pricing for all the elements involved (e.g., recurring charges for use of cable racking etc.) in the SBC Illinois Collocation Tariffs, in its ICAs and in various cost models used by SBC Illinois that are being considered by the Commission in other proceedings. To require ATTCI to pay a special NSCR application fee and to allow SBC Illinois to quote an interval and price for this work on an individual case basis would be akin to asking ATTCI to write a blank check to SBC Illinois. Again, I stress that we have been operating for the last three

years under the terms proposed for the new ICA by ATTCI, without any problems. SBC Illinois has not shown any reason for changing these existing terms.

2. The SBC Illinois proposal would require ATTCI in all cases to first run cable from the ATTCI space in a condo building down to the cable vault in the basement and then back up to the SBC space to connect to our collocation cage. This may in fact make sense (economically and technically) in some cases and when it does, ATTCI will cable in this manner when that is feasible. Indeed, in the two cases where this has been done in Chicago that is exactly how the cabling was done. But to require ATTCI to have to run its cable down to the cable vault and come back up in all cases does not make any sense. For example, if we have a multi-story building in which ATTCI's office is on the eighth floor and the SBC office is on the seventh floor, it would make no sense to have AT&T run cable down eight floors and then back up seven floors to get to its collocation cage. This would make even less sense if the building had congested riser space and new risers would need to be drilled to allow additional cabling. Indeed, in older buildings sometimes that is not even an available option due to structural concerns and space limitations.

20. Q. HOW DOES ATTCI'S PROPOSED LANGUAGE CHANGE THE STATUS QUO UNDER THE CURRENT ICAs, IF AT ALL?

A. On the issue of allowing ATTCI to cable from its equipment in a condo facility to its collocated equipment in the SBC space in the same building, ATTCI has taken the 1999 amendment to the ICA, as it was ordered to be modified by the Indiana Utility Regulatory Commission in 2001, and proposes to include that language in Section 3.5 of the Collocation Article of the proposed Illinois ICA. The only difference between the original 1999 amendment and the language ordered by the Indiana Commission is that the original amendment included specific prices for the different elements that SBC would charge AT&T. The new Indiana ICA adds the following language:

> SBC represents that the rates applicable to Condo Connection have been established in accordance with Section 252(d) of the Act. However, the Commission has neither approved nor opined on the actual rates contained in this Agreement for Condo Connection (the "CC Rates"). SBC shall bill and AT&T shall pay SBC for Condo Connection(s) at the CC Rates set forth in the Pricing Schedule. Notwithstanding anything to the contrary in this Agreement, if during the Term the Commission establishes or approves in an applicable proceeding rates different than the CC Rates (the "Final CC Rates"), the Parties agree to substitute the existing CC Rates with the Final CC Rates and such Final CC Rates will apply on a prospective basis. In addition, the Parties shall retroactively "true-up" the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Final CC Rates originally applied in lieu of the CC Rates. In addition, nothing in this Agreement shall preclude

AT&T, on its own motion, to request the Commission to establish or approve Final CC Rates.

ISSUE COLLOCATION 2(b): CAN AT&T LOCATE EQUIPMENT ON ITS OWN SIDE OF A CONDO BUILDING TO ACCESS UNE'S BY CABLING TO SBC ILLINOIS, IN PLACE OF A COLLOCATION?

21. Q. WHAT IS THE BASIS OF ATTCI'S PROPOSAL FOR COLLOCATING ITS EQUIPMENT IN ITS OWN SIDE OF A CONDOMINIUM ARRANGEMENT AND CABLING TO INTERCONNECT WITH SBC ILLINOIS?

A. ATTCI's proposed language for Issue Collocation 2(b), which would appear in Article 12, Section 12.3.5 of the ICA, comes from Section 12.8.2 of the existing ICA. This language provides ATTCI the ability to place equipment in our own space in a Condo building that we would otherwise be required to collocate in space leased from SBC Illinois. ATTCI can directly interconnect cable from equipment in our own space to the SBC Illinois facilities in the SBC space. The language in the current ICA was originally arbitrated and adopted by the commissions in all the SBC-Midwest states in the first round of interconnection agreement arbitrations. This language has been in our existing ICAs for 5 years. Section 12.8.2 of the existing ATTCI and TCG ICAs reads:

> 12.0.1 When AT&T and Ameritech are located in a "condo" building, AT&T shall be allowed to locate, in TCG's Wire Center, equipment that normally would have been Collocated in Ameritech's Wire Center to enable AT&T to access Ameritech's unbundled Network Elements. Such equipment will

> be connected to Ameritech's unbundled Network Elements through a mid-span meet arrangement at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitations on the distance between Wire Centers. AT&T will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between AT&T's Wire Center and Ameritech's facilities.

The only change that ATTCI is proposing to the existing Section 12.8.2 language is that ATTCI has removed the reference to a "mid span meet." A mid span meet implies that both parties provide half the cabling and meet at a mid-point. In actuality, if ATTCI implements this method of interconnection, ATTCI will pay for all the cabling and terminate to facility assignments designated by SBC Illinois in the same way as ATTCI cables to the SBC Illinois-designated points during conventional collocation.

22. Q. WHAT IS SBC ILLINOIS' PROPOSED LANGUAGE FOR ISSUE COLLOCATION 2(b)?

A. The language proposed by SBC Illinois says that the only part of the cabling arrangement I have described in a Condominium building that will be considered "collocation" is the part located in the SBC Illinois Central Office. This would be inconsistent with the contract language in the existing ICA as I have described above.

23. Q. WHY IS ATTCI THE ONLY CLEC WITH THIS UNIQUE ARRANGEMENT?

A. As I stated above, at divestiture, AT&T used three-dimensional conveyance or "Condominium agreements" as a way to satisfy the Modified Final Judgment's requirement to separate assets. Since AT&T and the RBOCs both had network equipment in the same buildings, these agreements allowed both companies to retain a portion of ownership in each of the buildings, rather than requiring one of the two parties to relocate all of their equipment to a new building. Because of this, SBC Illinois and ATTCI can easily and more economically interconnect their facilities to provide varied services rather than exhaust precious collocation space. This method of interconnection is non-discriminatory (because AT&T CLECs are the only CLECs situated to employ this method), and efficient.

24. Q. DON'T THE TELECOMMUNICATIONS ACT OF 1996 OR FCC REGULATIONS REQUIRE ATTCI TO PURCHASE COLLOCATION FROM THE ILEC IN THIS SITUATION?

A. It is ATTCI's position that neither the Telecommunications Act or FCC regulations require ATTCI to purchase collocation from SBC under the circumstances presented by the condominium arrangements. It is ATTCI's position that although both the Act and FCC regulations impose on ILECs the obligation to provide collocation as a means of access to UNEs and interconnection, neither the Act nor FCC regulations require CLECs to purchase collocation from SBC as the only means of access to UNEs or interconnection. In the unique circumstances presented by a condominium

arrangement, AT&T is already collocated within the same building as the SBC central office, under an existing arrangement that was created at the time of divestiture in 1984. ATTCI will address this point in more detail in its briefs in this case, as needed.

Not only was ATTCI's proposed language previously approved by the Illinois Commission in a prior arbitration, it also makes perfect sense that if ATTCI already has a presence in the same building as SBC Illinois' wire center, ATTCI should not be forced to rent additional space in the SBC portion of the same building. SBC Illinois' proposal would have ATTCI waste precious SBC Illinois collocation space, which is at a premium and may be needed for another CLEC in the future.

25. Q. IS ATTCI PROPOSING TO EXPAND THE USE OF CONDOMINIUM ARRANGEMENTS WITH SBC ILLINOIS?

A. No, the only condominium arrangements are those that were established in 1984 at the time of divestiture.

26. Q. SHOULD ATTCI BE ABLE TO CROSS-CONNECT TO SBC ILLINOIS OR OTHER CLEC NETWORKS LOCATED IN THE SBC ILLINOIS PORTION OF THE BUILDING WITHOUT HAVING TO COLLOCATE IN SBC ILLINOIS' PORTION OF THE BUILDING?

A. Yes. The FCC's Advanced Services Order states that:

> Incumbent LECs may not require competitors to use an intermediate interconnection arrangement in lieu of direct connection to the incumbent's network if technically feasible, because such intermediate points of interconnection simply increase collocation costs without a concomitant benefit to incumbents.[1]

This type of partnering with ILECs in order to reduce costs and delays associated with competitors collocating in their central offices should be encouraged.

27. Q. HOW SHOULD THE ICA TREAT THE INTERCONNECTION BETWEEN ATTCI EQUIPMENT AND SBC ILLINOIS EQUIPMENT IN A CONDOMINIUM BUILDING?

A. The ATTCI equipment located in the condominium space should be treated as collocated equipment in all respects, and ATTCI should have the right to interconnect directly to other collocated carriers in SBC Illinois' portion of the premises. Currently, this type of arrangement only exists in 3 offices in Illinois. ATTCI would locate in AT&T's wire center or designated premise in the building the equipment that enables ATTCI to access SBC Illinois' network. This equipment would be interconnected to SBC Illinois' network via cabling to SBC- designated connecting facility assignments in the same fashion as ATTCI would have connected from a physical collocation cage in

[1] *Deployment of Wireline Service Offering Advanced Telecommunications Capability,* CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, et al. (March 31, 1999) ¶ 42 (hereinafter, *Advanced Services Order*).

SBC's condominium space. ATTCI would pay all costs relating to any such cabling and would also be responsible for the connection between AT&T's wire center and SBC Illinois' facilities.

In summary, ATTCI is willing to accept, in the new ICA, either the existing Illinois ICA language or the modified ICA language that was arbitrated in Indiana.

ISSUE COLLOCATION 3: SHOULD THE ICA TERMS AND CONDITIONS ALLOW AT&T TO HAVE ACCESS BETWEEN AT&T'S COLLOCATION SPACE AND SBC ILLINOIS' DISTRIBUTING FRAME TO VERIFY AND TEST INTRA-OFFICE WIRING?

28. Q. WHAT IS ATTCI'S FUNDAMENTAL ISSUE WITH RESPECT TO ISSUE COLLOCATION-3?

A. As I explain in detail below, where ATTCI is collocated in an SBC Illinois central office ("CO"), SBC Illinois is refusing to provide ATTCI access to the Connecting Facility Assignment ("CFA") at parity with the manner in which SBC Illinois itself may access the CFA. Moreover, SBC discriminates against CLECs in approving vendors for access to the CFA. Specifically, CLECs, including ATTCI, were interested in having their own craftspeople go through the qualification process for SBC-approved vendors, so that they would meet the SBC criteria for working on the Main Distribution Frame ("MDF"). SBC insisted that if any CLEC sought approved vendor status for its own craft, that CLEC would be required to allow other telecommunication carriers to use that CLEC's craft for work in SBC COs.

29. Q. WHAT IS THE "CFA"?

A. CFAs are an essential part of the loop provisioning process. Essentially, CFAs are the basic interconnection points where ILECs connect their wires to the CLEC's network. The ILEC determines this demarcation point (the "DMARC"). As I will explain further in my testimony, most of the CLEC issues relating to access to the CFA disappear if the ILEC chooses a DMARC that is easily accessible to CLEC workers (as is done by SBC-Pacific Bell), or provides CLECs convenient access to the CFA. In the SBC-Midwest region, the CFAs for individual end users refer to wire cross connects on wiring blocks at the MDF in the local SBC CO. The MDF is where all the wires from the street terminate within the CO. In order for a CLEC to order a UNE loop, the CLEC must have a wiring block on the MDF with copper wires connected back to the CLEC's collocation space.

30. Q. WHAT ARE SOME OF THE PROBLEMS ASSOCIATED WITH ACCESS TO THE CFA FACING ATTCI AS IT PLACES EQUIPMENT IN SBC CENTRAL OFFICES?

A. The following factors tend to make using and maintaining CFAs particularly problematic:

ILEC Wiring Patterns Differences -- There is great disparity in the manner in which the ILECs, including SBC Illinois, require the MDF wiring block to be configured. My understanding is that each CLEC MDF wiring block will

accommodate 100 pairs. Moreover, a wiring block is divided into two sets of cross connects, 50 on the "A" side of the block and 50 on the “B” side. The CFA coordinates on a Local Service Request (“LSR”) order may refer to connecting to the “A4, B4” connecting points on the wiring block. This means that one wire of the copper pair the ILEC technician is connecting to the wiring block goes to point 4 on the A side and the other goes to point 4 on the B side. SBC Illinois dictates how the CLEC connects its wires to the wiring blocks. Furthermore, for historic reasons that I understand relate to the way T1s were provisioned, the ILEC wiring configurations anticipate that one pair out of every 25 connected to a wiring block will be a "dead" pair, i.e., one out of every 25 pairs cannot be used. Thus, on a wiring block containing 100 pairs, SBC Illinois’ wiring requirements cause 4 of those pairs to be unusable (i.e., “dead”). Furthermore, any LSR submitted by a CLEC which specifies a CFA that corresponds to the terminals for the "dead" pairs will be rejected or, if actually provisioned, will result in a non-working loop. The problem is that some ILECs, including SBC Illinois, allow the determination of which pairs on a wiring block are the dead pairs to be determined on a CO-by-CO basis. Consequently, if a CLEC is given misinformation, has faulty records, or has a wiring block wired incorrectly, the CLEC will not know when placing an order which CFA in a wiring block represent the dead pairs. The net result is either rejected orders or non-working loops due to bad CFAs.

DSLAM Wiring Requirements – Two types of DSL that CLECs may offer are SDSL and IDSL. These two types of DSL require two different types of cards to be used in the DSLAMs. The wires from the MDF wiring blocks are hard wired into one or the other of these two types of cards. Consequently, some of the CFAs on the wiring blocks represent wires connected to IDSL cards for IDSL service and some are connected to SDSL cards for SDSL service. Thus, part of the decision as to what CFA to provide a particular customer depends upon what kind of service the customer has ordered. The impact of this arrangement makes it even more important to keep track of what wires are connected to what connection points on the MDF wiring blocks. Incorrect records or wiring often cause an end user to get the wrong DSL service.

CFA Usage Volume -- ATTCI technicians deal with CFAs regularly on DS3s, DS1s, T1s or other high capacity cables. As advanced services products become more popular and ATTCI technicians install increasing numbers of high capacity cables in a given month, some COs may have hundreds, if not thousands, of CFA coordinates that have to be tracked every month. In high volume situations, just a few mistakes can bring an ordering and provisioning system dependent on correct CFA to a standstill.

ILEC/CLEC CFA Software Problems -- This problem has resulted in a large number of errors in the processing of ATTCI's orders. When ATTCI sends a

disconnect order to SBC Illinois, ATTCI's software system makes the CFA associated with that disconnected loop immediately available for reuse for new orders. SBC Illinois' CFA software, however, usually does not list a CFA as being available until at least 48 hours after the disconnect order was completed. The net result is that SBC Illinois has returned a large number of orders because the order specified what SBC Illinois' records showed as a "busy CFA" even though, according to our records, the CFA was free.

Bad Wiring – In addition to all of the above problems, some portion of CFA problems are caused by improper wiring of the termination blocks at the outset by either CLEC or ILEC technicians.

31. Q. HOW CAN MOST CFA PROBLEMS BE RESOLVED?

A. In my view, testing the wiring from the DSLAM to DMARC (which is the MDF in SBC's case) is the key to resolving a majority of these CFA problems. AT&T's experience has been that to efficiently address all the problems associated with CFAs requires the ability to test the wiring between the collocation space and the MDF, i.e., from the back of the DSLAM where the wires from the MDF are hard wired to the back of the MDF connection block. Without the ability to conduct such tests, it is difficult if not impossible to determine the root cause of a CFA problem, even though the problem may prove to be something unrelated to the wiring. Testing is often the only way to determine what the CFA problems are.

In the SBC regions, there are significant restrictions on completing such tests because (1) CLECs generally are responsible for completing such testing themselves, and (2) SBC severely limits CLEC access to the MDF. The result can be gridlock for orders in a CO where CFA problems occur.

32. Q. ARE THERE PROBLEMS WITH THE CURRENT OPTIONS FOR CFA TESTING OFFERED TO CLECS BY SBC ILLINOIS?

A. Yes. SBC Illinois does not allow ATTCI to perform the testing necessary to resolve these CFA problems. SBC Illinois places strict limitations on CO CFA testing by the CLEC. Generally, the CLEC is responsible for fixing any problems in the wiring between the CLEC's collocation cage and the MDF. While CLECs have 24-hour/7 day access to their collocation space, they have no right to access the MDF. ATTCI can request an escort ticket to go look at the MDF, but it is not permitted to conduct tests or touch any of the wiring. In order to test the wiring between the MDF and its DSLAM, a CLEC must hire a third party contractor approved by SBC Illinois. The contractor must then set up an appointment at the CO to conduct the tests.

Moreover, there are at least three problems inherent with being required to hire a contractor to perform the testing:

Delays in Service -- It takes time both to hire an approved contractor and then for that contractor to go through the process of finding a time acceptable to SBC Illinois to conduct the tests. In the meantime, ATTCI may be forced to

stop ordering service at the affected CO because of bad CFA. In contrast, SBC Illinois has full access to COs at all times and can conduct such tests the moment the need arises in order to address and remedy problems affecting service to its own end user customers..

Additional Expense for the CLEC -- The requirement to hire third party vendors to fix a problem an in-house ATTCI technician could resolve is an unnecessary expense for ATTCI. In contrast, SBC Illinois can use its own technicians to fix its own, similar problems when it needs to do so. Thus SBC Illinois' policy gives it a cost advantage over its competitors.

Control of Service -- If the CFA becomes a problem, the limitations on access to MDF testing leaves ATTCI's ability to correct the problem at the mercy of SBC Illinois. SBC Illinois, on the other hand, has complete control of the network elements serving its customers. Again, SBC Illinois' policy gives it a competitive advantage over its competitors.

33. Q. WHAT SOLUTIONS FOR THESE PROBLEMS IS ATTCI RECOMMENDING FOR THE COLLOCATION ARTICLE OF THE ICA?

A. In ATTCI's view, there are three potential solutions to these problems: (1) Give ATTCI in-house technicians the same access to MDFs that SBC Illinois in-house technicians have; (2) at a minimum, give ATTCI in-house technicians open access to conduct tests on the wiring between the ATTCI

collocation space and the MDF; or (3) reconfigure the collocation space in SBC Illinois COs in a manner similar to that employed by Verizon and SBC-Pacific Bell, where the ILEC is responsible for the wiring between the collocation area and the MDF.

34. Q. PLEASE EXPLAIN EACH OF THESE POTENTIAL SOLUTIONS.

A. **Full and Free Access to CO** -- The most efficient and economical alternative for ATTCI would be for SBC Illinois to afford ATTCI's technicians the same access to COs that SBC Illinois technicians have. Our technicians can be subject to the same training, security checks, bonding and insurance coverage that apply to the SBC Illinois technicians, and only ATTCI technicians meeting these qualifications would be allowed access in parity with that available to SBC Illinois' technicians.

Access Limited to MDF Connection Block Testing -- Absent full CO access, the next best alternative is to allow ATTCI's technicians access to the MDF strictly to conduct tests on wiring between the MDF and ATTCI's collocation space.

Alternative CO Configuration – I understand that in both the Verizon and SBC-Pacific Bell service regions, an alternative CO configuration has been implemented which eliminates the problems with CLEC CFA testing that I have described above. In those regions, CLEC wiring is terminated on Point of Termination ("POT") bays within the collocation space. These POT bays

serve as an extension of the MDF. The CFA in-service orders reference termination points on wiring blocks connected to these bays rather than to the MDF. The CLEC is responsible for the wiring between its collocation cage and the POT bays where the CFA is located. Since the CLEC has 24-hour/7 day access to its collocation space, and the wiring to the CFA terminal is within that space, access for testing is not a problem. The wiring between the POT bays and the MDF is the responsibility of the ILEC. If a problem exists with that wiring, the ILEC is under the same obligation to fix it as it is any other UNE it provides.

35. Q. WHAT DO YOU UNDERSTAND TO HAVE BEEN SBC ILLINOIS' REASONS FOR CONTINUING TO LIMIT CLEC ACCESS TO THE CFA?

A. I believe that the principal reason given by SBC Illinois for its policy of limiting access has been one of concern for the security of SBC's network. SBC Illinois wants to limit access to its MDF. However, to some extent this is a self-inflicted problem for SBC Illinois because CLECs do not want access to the MDF per se, but only to the CFA; however, it is SBC Illinois that has insisted that the DMARC be its MDF. The DMARC does not have to be the MDF, as shown by the fact that in Verizon regions and the SBC Pacific Bell region, the DMARC is not the MDF.

36. Q. HAS ATTCI REQUESTED THAT SBC ILLINOIS EMPLOY THE SOLUTION OF MAKING THE CFA A POT BAY LOCATED INSIDE THE ATTCI COLLOCATION SPACE?

A. Yes, ATTCI has requested in writing that SBC Illinois allow a POT bay inside or just outside the ATTCI collocation cage to be used as the DMARC. SBC Illinois' response was that ATTCI could put a POT bay inside its cage if ATTCI so desired, but the SBC MDF would continue to be the DMARC and SBC Illinois would still hold ATTCI financially responsible to terminate to the SBC MDF.

With respect to SBC Illinois' s security concern, ATTCI has indicated that it would agree to pay for an SBC security escort. However, SBC Illinois' position is that even with a security escort SBC Illinois will not allow ATTCI craftspersons to work on the MDF. SBC Illinois continues to insist that the CLEC hire a third party vendor, approved by SBC Illinois, to work on the CLEC's connecting block on the MDF. Again, ATTCI would be willing to have its in-house technicians subject to the same sort of training, qualifications, bonding requirements and security and background checks that SBC Illinois requires of the approved third-party vendors and their employees.

III. ROW ISSUES

ISSUE ROW-1: SHOULD SBC AMERITECH PERMIT AT&T TO PERFORM ITS OWN MAKE READY WORK?

37. Q. SHOULD THE POLES, DUCTS AND RIGHTS-OF-WAY ARTICLE OF THE ICA ALLOW SBC ILLINOIS TO DENY ATTCI THE RIGHT TO PERFORM ATTCI'S OWN MAKE READY WORK AND PLACE ITS OWN ATTACHMENTS?

A. No. By forcing ATTCI to use SBC Illinois labor to do make ready work and the placement of attachments that could be easily performed by ATTCI's own craft or contractors, SBC Illinois is imposing additional costs on its competitor, and is creating unnecessary delays in ATTCI's provisioning of service to its end users. Specifically, since ATTCI must compensate SBC Illinois for SBC Illinois' labor at SBC Illinois' contract (collective bargaining agreement) rates, SBC Illinois is requiring ATTCI to incur greater cost than ATTCI would incur to do this work using its own labor.

SBC Illinois also argues that allowing ATTCI to use its own workers or contractors to perform make-ready work and place attachments could cause SBC Illinois to breach terms of its collective bargaining agreement. However, collective bargaining agreements voluntarily entered into between SBC Illinois and its unions should only govern the relationship between those two parties and not be foisted upon ATTCI. Further, allowing a third party, such as ATTCI, to perform its own make-ready work and place its own attachments is not the same thing as SBC Illinois performing is own work with non-union labor or contracting out its own work to non-union contractors.

It is my understanding that the FCC has adopted a rule that prohibits pole owners from requiring attaching parties to use the pole owner's workers to perform make ready work and make attachments on poles. The FCC rule allows the attaching party to use its own or third-party workers who have the same qualifications as the pole owner's workers. It is my understanding that the FCC rule has been affirmed by the U.S. Court of Appeals. It is ATTCI's position that the same principle should govern the disposition of Issue Row-1.

38. Q. ARE YOU SAYING THAT ATTCI WOULD AGREE THAT ITS WORKERS WHO PERFORM MAKE-READY WORK AND PLACE ATTACHMENTS SHOULD BE SUBJECT TO REASONABLE TRAINING AND QUALIFICATION REQUIREMENTS BEFORE BEING ALLOWED TO WORK IN THE SBC ILLINOIS CENTRAL OFFICES OR IN THE VICINITY OF SBC ILLINOIS EQUIPMENT?

A. Yes.

39. Q. IS ATTCI PROPOSING THAT THE ICA ALLOW IT TO PERFORM MAKE READY WORK AND PLACE ATTACHMENTS USING ITS OWN LABOR IN ALL INSTANCES?

A. No. ATTCI is only proposing that it be allowed to do its own make ready work in those limited cases in which SBC Illinois indicates that it cannot perform the work in time to meet ATTCI's requested due date, or within a reasonable time frame.

IV. UNE ISSUES

ISSUE UNE-1: SHOULD THE ICA DEFINITION OF NETWORK ELEMENTS BE THAT FROM THE ILLINOIS PUBLIC UTILITIES ACT?

ISSUE UNE-2: SHOULD THE DEFINITION OF TELECOMMUNICATIONS SERVICE BE AS STATED IN THE PUBLIC UTILITIES ACT OR IN THE FCC ACT?

40. Q. WHAT IS ATTCI'S POSITION ON ISSUES UNE-1 AND UNE-2?

A. ATTCI's position is that the definitions of "network elements" and "telecommunications services" set forth in the Illinois Public Utilities Act are appropriate for use in this ICA between ATTCI and SBC Illinois, specifically in Sections 9.1.1, 9.1.2, 9.1.3, 9.2.1, 9.2.3 and 9.2.5.1. This is essentially a legal issue, however, and ATTCI will address it further in its briefs in this case.

41. Q. HAS SBC ILLINOIS PROVIDED A BASIS FOR ITS POSITION ON ISSUES UNE-1 AND UNE-2?

A. No, it has not.

ISSUE UNE 3: MUST AT&T UTILIZE UNES FOR THE PROVISION OF LOCAL EXCHANGE SERVICE TO END USERS IN ORDER TO UTILIZE UNES FOR THE PROVISION OF OTHER SERVICES?

ISSUE UNE 5: IS AT&T ENTITLED TO INTERCONNECT AT ANY TECHNICALLY FEASIBLE POINT? IS SBC REQUIRED TO PHYSICALLY CROSS CONNECT AT&T'S FACILITIES WITH AMERITECH'S NETWORK?

ISSUE UNE 6: SHOULD SBC BE OBLIGATED TO PROVIDE AT&T, IN CONNECTION WITH AN ORDER FOR A UNE OR UNE COMBINATION, WITH ANY TECHNICALLY FEASIBLE NETWORK INTERFACE AS DESCRIBED IN INDUSTRY STANDARD TECHNICAL REFERENCES?

ISSUE UNE 8(A): WHEN SBC SERVICES ARE CONVERTED TO UNE COMBINATIONS, MUST SBC GUARANTEE THAT SERVICE TO THE END USER WILL NEVER BE DISCONNECTED DURING CONVERSION?

ISSUE UNE 8(B): WHAT CHARGES MAY SBC RECOVER FOR SUCH A CONVERSION?

ISSUE UNE 9(A): MAY AT&T COMBINE UNES WITH OTHER SERVICES (INCLUDING ACCESS SERVICES) OBTAINED FROM SBC-ILLINOIS?

ISSUE UNE 9(B): MAY AT&T COMBINE NETWORK ELEMENTS MADE AVAILABLE FROM SBC-ILLINOIS WITH OTHER SBC-PROVIDED NETWORK ELEMENTS?

ISSUE UNE 10:

SBC ISSUE: SHOULD THE ICA CONTAIN THE LIMITATIONS ON AN ILEC'S OBLIGATION TO COMBINE WHICH ARE SET FORTH IN *VERIZON COMM. INC.*?

AT&T ISSUE: IS SBC AMERITECH OBLIGATED TO COMBINE REQUESTED NETWORK ELEMENTS FOR AT&T?

ISSUE UNE 11(A): SHOULD THE ICA CONTAIN LANGUAGE SPECIFICALLY OBLIGATING AT&T TO FOLLOW THE FCC'S SUPPLEMENTAL ORDER CLARIFICATION WHEN UTILIZING EELS OR DOES THE PARTIES AGREED TO LANGUAGE IN SECTION 9.1.1 ADEQUATELY DESCRIBE AT&T'S OBLIGATIONS?

ISSUE UNE 11(B): IS SBC-AMERITECH REQUIRED TO COMBINE UNES WITH NON 251(C)(3) OFFERINGS?

ISSUE UNE 12:

SBC-ILLINOIS ISSUE: IS SBC ENTITLED TO COMPENSATION FOR WORK PERFORMED TO COMBINE UNES AS SET FORTH IN *VERIZON COMM., INC.*?

AT&T ISSUE: SHOULD SBC BE PERMITTED TO CHARGE A "GLUE" CHARGE WHEN SBC COMBINES UNES?

ISSUE UNE 13: SHOULD THE ICA CONTAIN TERMS AND CONDITIONS RELATIVE TO "PRE-EXISTING" AND NEW COMBINATIONS AS PROPOSED BY SBC-ILLINOIS?

ISSUE UNE 14: WHETHER THE ICA SHOULD CONTAIN LANGUAGE STATING THAT SBC-AMERITECH MAY RESERVE THE RIGHT TO INCORPORATE SUBSEQUENT REGULATORY, JUDICIAL OR LEGISLATIVE ORDERS THAT ADDRESS UNES AND/OR THE OBLIGATION TO PROVIDE COMBINATIONS OF UNES, IN ADDITION TO THE CHANGE OF LAW PROVISIONS COVERED IN ARTICLE 29, SECTION 29.4?

ISSUE UNE 15:

SBC ISSUE: UNDER WHAT CIRCUMSTANCES IS A CLEC ABLE TO COMBINE FOR ITSELF?

AT&T ISSUE: IS SBC-AMERITECH REQUIRED TO COMBINE UNES THAT ARE ORDINARILY COMBINED?

ISSUE UNE 16: DOES UNE-P INCLUDE OPERATOR SERVICE, DIRECTORY ASSISTANCE, TANDEM SWITCHING AND CALL-RELATED DATA BASES?

42. Q. PLEASE GIVE AN OVERVIEW OF YOUR TESTIMONY ON ISSUES UNE-3, 5, 6 AND 8 THROUGH 16.

A. I will describe why ATTCI needs UNE combinations to offer telecommunications service in Illinois, and discuss SBC's refusal to offer or provide combinations to ATTCI in accordance with what ATTCI believes to be the requirements of law.

43. Q. WHY IS IT NECESSARY THAT THE COMMISSION REQUIRE SBC ILLINOIS TO FULLY OFFER UNE COMBINATIONS TO ATTCI?

A. It is ATTCI's position that Illinois requirements on UNE-P and UNE combinations are established and well defined, and that any CLEC may obtain all UNE combinations that SBC Illinois "ordinarily combines," as that phrase is defined in the Commission's Order in Docket 01-0614. All prices for

UNEs and UNE combinations should be set at the Commission-approved tariff prices. Thus, the provision of UNE combinations should be a very simple and straightforward matter in Illinois. Presently the UNE-P is defined as the provision of a loop, port and transport. Further, the definition of the network elements platform in Section 13-801 of the Illinois Act has been interpreted by the Commission in its Order in Docket 01-0614 order to entitle ATTCI to any end-to-end combination, not just UNE-P. To the extent this point is disputed by SBC Illinois, ATTCI will provide additional legal support for its position in its brief.

44. Q. ARE THERE FCC AND ICC RULES AND ORDERS THAT REQUIRE SBC ILLINOIS TO PROVIDE ATTCI WITH NON-DISCRIMINATORY ACCESS TO UNE COMBINATIONS, INCLUDING THE UNE PLATFORM ("UNE-P") AND NEW COMBINATIONS?

A. Yes, rules and orders of both the FCC and this Commission require SBC Illinois to provide nondiscriminatory access to the UNE-P and to "new" combinations of UNEs. In addition to the general rule that ILECs must provide elements in combination (47 C.F.R. § 51.315(a)) and that the ILEC "shall not separate requested network elements that the incumbent LEC currently combines" (47 C.F.R. § 51.315(b)), FCC Rule 315(c) further specifies that an ILEC must provide UNE combinations "even if those elements are not ordinarily combined in the incumbent LEC's network,"

provided that such combinations are "technically feasible" and "would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with the incumbent LEC's network." 47 C.F.R. § 51.315(c). Further, in Docket 98-0396, this Commission ruled that SBC Illinois is required to provide new UNE combinations to CLECs, and ordered SBC Illinois to tariff these combinations. In addition, in its order in Docket 01-0614 (June 11, 2002), at page 84, this Commission again imposed the requirement that SBC Illinois provide new UNE combinations, based on the requirements of Section 13-801 of the Illinois Act.

In *Verizon Communications* v. *FCC*, 122 S.Ct. 1646, 535 U.S. 467 (May 13, 2002), the U.S. Supreme Court upheld FCC Rule 315(c) against a challenge brought by a number of ILECs.

45. Q. BASED ON THE FCC RULES AND THE SUPREME COURT DECISION YOU DESCRIBED IN YOUR LAST ANSWER, DID ATTCI BELIEVE ITS ICA SHOULD ALLOW ATTCI TO PURCHASE ANY AND ALL UNES AND UNE COMBINATIONS FROM SBC ILLINOIS?

A. Yes. ATTCI was quite surprised when SBC Illinois proposed contract language that would *restrict* access to new combinations. Specifically, SBC Illinois proposed contract language providing that for "new" (as opposed to "pre-existing") combinations, ATTCI would be required to perform the

physical combining of UNEs itself (or pay exorbitant new fees for SBC Illinois to do it).

46. Q. HAS SBC ILLINOIS SUBSEQUENTLY INDICATED THAT IT IS WILLING TO OFFER AND PROVIDE NEW UNE COMBINATIONS TO ATTCI?

A. No, it has not.

47. Q. WHAT IS SBC ILLINOIS' CONTRACT PROPOSAL WITH RESPECT TO PROVIDING UNE COMBINATIONS?

A. SBC Illinois proposes, first of all, to establish a distinction between "Pre-Existing Combinations," which are deemed subject to FCC Rule 315(c), and other, "New Combinations" that would be deemed not subject to Rule 315(c). SBC's proposed contract language defines "Pre-Existing Combinations" as "a combination where no physical work is required by SBC at an SBC premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination." SBC's proposed contract language for Section 9.3.3.1 would further limit "Pre-Existing Combination" to the SBC Illinois UNEs required to (1) "convert to a combinations [*sic*] of UNEs an SBC end user customer, another carrier's pre-existing end user customer served exclusively using UNEs, or AT&T's or another carrier's resale end user customer," or (2) to convert other existing combinations of unbundled loop and switching, if SBC

Illinois can activate the combination for ATTCI "(a) without any change in the features or functionality that was being provided at the time of the order," and/or (b) the only change needed involves customized routing of operator services and directory assistance ("OS/DA"), and/or (c) the only changes needed are to change "a local switching feature resident and activated in the serving switch and available to the switch port class used to provide the service, e.g., call waiting for residential local service," and/or (d) "with only the work and/or changes needed to activate that Pre-Existing Combination," and/or (e) at the time of the order, the end user is not served by a line sharing arrangement or the "technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and an xDSL service."

48. Q. IS SBC PROPOSING ADDITIONAL RESTRICTIONS ON THE AVAILABILITY OF UNE COMBINATIONS TO ATTCI?

A. Yes. SBC Illinois' further restrictions would apply to a large group of UNE-P customers – *e.g.*, all new customers without a pre-existing line, all new second lines, all existing SBC Illinois customers who currently purchase DSL services in addition to voice services, and (to an extent not yet clarified by SBC Illinois) customers who request different features when they switch to ATTCI. Thus, SBC Illinois has defined the "pre-existing combinations," which it acknowledges it must provide, as narrowly as possible, while it would define "new" combinations not subject to Rule 315(c) broadly, so that

it can either refuse to combine them or charge an exorbitant fee for combining them.

49. Q. WHAT IS ATTCI'S POSITION?

A. The ICA should allow ATTCI to provide telecommunications services to any customer using any combinations of elements that SBC Illinois ordinarily combines in its own network. ATTCI's position is that this is the requirement under the federal Act, as well as under Section 13-801 of the Illinois Act, which states:

> Upon request, an incumbent local exchange carrier shall combine any sequence of unbundled network elements that it ordinarily combines for itself, including but not limited to, unbundled network elements.

In short, if a UNE combination is "ordinarily combined" by SBC Illinois in providing retail service to its customers, it does not matter whether the combination is "pre-existing" or "new." These combinations should be provided, and at TELRIC rates. SBC Illinois' proposed language is confusing and would impose hurdles to the availability of UNE combinations that are inconsistent with the FCC rules, the Supreme Court's *Verizon* decision, and the Illinois Act. ATTCI believes that the sole reason for SBC Illinois' proposed additional language is to make it difficult for ATTCI to obtain UNE combinations, and that SBC Illinois' proposed language is inconsistent with these requirements. In contrast, ATTCI's proposed contract

language specifically tracks FCC Rule 315 (a) through (f) and is consistent with *Verizon* and the Illinois Act.

ISSUE UNE-3: MUST AT&T UTILIZE UNES FOR THE PROVISION OF LOCAL EXCHANGE SERVICE TO END USERS IN ORDER TO UTILIZE UNES FOR THE PROVISION OF OTHER SERVICES?

50. Q. SHOULD ATTCI ONLY BE ALLOWED THE USE OF UNES FOR EXCHANGE ACCESS WHEN ATTCI IS ALSO PROVIDING LOCAL SERVICE TO AN END USER?

A. No. SBC Illinois' proposed language inappropriately limits ATTCI's use of UNEs and/or UNE combinations to circumstances in which "local exchange" telecommunications services are being provided to an end user. However, FCC Rule 307(a), and Section 251 of the Federal Act, state that ATTCI must use UNEs obtained from an ILEC for "telecommunications services". ATTCI's language is consistent with these provisions and should be accepted. ATTCI also believes that its position is supported by Section 13-801 of the Illinois Act. Specifically Section 13-801(a) states, in pertinent part:

> An incumbent local exchange carrier shall provide a requesting telecommunications carrier with interconnection, collocation, network elements, and access to operations support systems on just, reasonable, and nondiscriminatory rates, terms, and conditions to enable the provision of any and all existing and new telecommunications services within the LATA, including, but not limited to, local exchange and exchange access. The Commission shall require the incumbent local exchange carrier to provide interconnection, collocation, and network elements in any manner

> technically feasible to the fullest extent possible to implement the maximum development of competitive telecommunications services offerings.

Further, Section 13-801(d) of the Illinois Act states, in pertinent part:

> The incumbent local exchange carrier shall provide to any requesting telecommunications carrier, for the provision of an existing or a new telecommunications service, nondiscriminatory access to network elements on any unbundled or bundled basis, as requested, at any technically feasible point on just, reasonable, and nondiscriminatory rates, terms, and conditions.

"Telecommunications service" is defined in Section 13-203 of the Illinois Act as:

> the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.

Finally, "network element" is defined in Section 13-216 of the Illinois Act as:

> a facility or equipment used in the provision of a telecommunications. service. The term also includes features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications network.

It is ATTCI's position that its proposed contract language for Section 9.1.2 is consistent with these requirements, but that SBC Illinois' proposed additional contract language is not.

ISSUE UNE 4: MAY AT&T USE UNES TO PROVIDE SERVICE TO ITSELF AND ITS AFFILIATES?

51. Q. SHOULD ATTCI BE RESTRICTED FROM USING UNES TO PROVIDE SERVICE FOR ITSELF AND ITS AFFILIATES' NETWORK NEEDS, OR ARE UNES STRICTLY TO BE USED FOR PROVISIONING OF SERVICES TO END USER CUSTOMERS?

A. It is ATTCI's position that there is nothing in the FCC rules or Illinois law that precludes ATTCI from using UNEs and UNE combinations to provide service for itself and its affiliates. It is ATTCI's position that Illinois law specifically allow ATTCI and its affiliates to use UNEs or UNE combinations to the fullest extent possible. Specifically, Section 13-801(d)(4) of the Illinois Act states:

> [a] telecommunications carrier may use a network elements platform consisting solely of combined network elements of the incumbent local exchange carrier to provide end to end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without the requesting telecommunications carrier's provision or use of any other facilities or functionalities.

ISSUE UNE 5: IS AT&T ENTITLED TO INTERCONNECT AT ANY TECHNICALLY FEASIBLE POINT? IS SBC REQUIRED TO PHYSICALLY CROSS CONNECT AT&T'S FACILITIES WITH AMERITECH'S NETWORK?

52. Q. IS ATTCI ENTITLED TO INTERCONNECT WITH SBC ILLINOIS TO GAIN ACCESS TO UNES AT ANY TECHNICALLY FEASIBLE POINT?

A. Yes. It is ATTCI's position that the FCC's rules require SBC-Illinois to connect ATTCI's facilities to SBC-Illinois' network at any technically feasible point. Section 13-801(d) of the Illinois Act states, in pertinent part:

> The incumbent local exchange carrier shall provide to any requesting telecommunications carrier, for the provision of an existing or a new telecommunications service, nondiscriminatory access to network elements on any unbundled or bundled basis, as requested, at any technically feasible point on just, reasonable, and nondiscriminatory rates, terms, and conditions.

The Parties' agreed language in Section 9.1.1 of the ICA is consistent with this principle.

It is ATTCI's position is that when ATTCI, as the CLEC, requests to interconnect with SBC Illinois for access to UNEs, the burden, under the rules both of the FCC and in Illinois, is on the ILEC (SBC Illinois) to demonstrate why the interconnection point and/or interface proposed by ATTCI is not technically feasible. SBC Illinois' proposed language for Sections 9.11 and 9.13 of the ICA limits the options available to ATTCI to those identified by SBC Illinois in those sections. If the Commission accepts

SBC Illinois' language, then SBC Illinois will be able to declare all ATTCI requests that are not covered by this SBC Illinois proposed language to be "technically infeasible," thus relieving SBC Illinois from the requirement to show to show that the interconnection point or interface proposed by SBC Illinois is not technically feasible.

ISSUE UNE-7: WHAT CRITERIA SHOULD BE USED TO DETERMINE WHETHER NETWORK ELEMENTS OR UNBUNDLED NETWORK ELEMENTS ARE "AVAILABLE"?

53. Q. WHAT IS ATTCI'S POSITION ON ISSUE UNE-7?

A. It is ATTCI's position that the criteria established by the Commission in Docket 99-0593 should be used to determine whether a network element or unbundled network is "available." ATTCI's proposed ICA language is consistent with the Commission's ruling in that docket. The Commission made this determination in a fully-litigated proceeding. There is no need to relitigate the issue in this arbitration.

V. OTHER UNE ISSUES (ISSUES UNE 6, 8 – 16): CONSTRAINTS ON THE PROVISION OF UNE COMBINATIONS THAT, INDIVIDUALLY AND PARTICULARLY TAKEN TOGETHER, WOULD RENDER UNE-BASED MASS MARKET ENTRY INFEASIBLE IN ILLINOIS

54. Q. COULD YOU PLEASE TURN TO AND ADDRESS OTHER UNE-RELATED ISSUES?

A. Yes. SBC Illinois' position on other UNE issues is very similar to its proposal as to "preexisting" versus "new" combinations, and would similarly have the effect of limiting or avoiding its obligation to provide UNEs and UNE

combinations without unauthorized restrictions. For example, with respect to SBC UNE Issue 15, SBC Illinois proposes that "if the UNEs sought to be combined are available to AT&T . . . at an SBC premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement," AT&T would be "deemed able to make a combination itself." In such circumstances, SBC Illinois would require ATTCI to perform the physical combination of elements itself in its collocation.

55. Q. IS SBC ILLINOIS ATTEMPTING TO REQUIRE ATTCI TO PHYSICALLY CONNECT AND COMBINE SBC ILLINOIS' UNES?

A. Yes. Under SBC Illinois' proposal, ATTCI would be required to make its own UNE-P combination by combining the SBC Illinois loop and the SBC Illinois switch in the ATTCI collocation cage.

56. Q. WHAT WOULD BE THE IMPACT OF SBC ILLINOIS' PROPOSAL ON ATTCI's ABILITY TO SECURE UNES TO SERVE CUSTOMERS?

A. The requirement that ATTCI physically connect and combine the SBC Illinois loop and switch in the ATTCI collocation would substantially raise ATTCI's costs, as well as needlessly increase the risk of service outages and other negative impacts on service quality that naturally occur when such functions are performed. Indeed, there is no conceivable justification for such a requirement except to impose excessive costs on new entrants that will deter competition.

57. Q. HOW WOULD SBC ILLINOIS' CONTRACT PROPOSAL FOR UNE COMBINATIONS AFFECT ATTCI'S ABILITY TO OFFER ADDITIONAL PRODUCTS THAT ARE PROVIDED OVER UNE-P?

A. SBC Illinois' proposal would make it more burdensome for ATTCI to provide additional products over UNE-P. It would specifically affect ATTCI's plans to provide DSL and voice services to the customer through a line splitting arrangement. Under the current procedure, ATTCI has pre-wired cables extending from its collocation cage to the MDF to establish a connection with the ATTCI DSLAM for the provision of DSL service in conjunction with UNE-P. When ATTCI wins a customer, SBC ILLINOIS ties down the cable at the MDF to establish the DSL connection. This operation takes an extremely short amount of time and creates no appreciable service disruption.

58. Q. SPECIFICALLY, WHAT HAS SBC ILLINOIS PROPOSED THAT ATTCI PHYSICALLY DO IN THESE SITUATIONS?

A. Under the SBC Illinois' proposal, SBC Illinois will not tie down the cable; rather, SBC Illinois would simply deliver the stand-alone loop and port on a set date, with no effort to coordinate the cutover. Not only would such a procedure impose substantial costs on ATTCI and service disruptions on ATTCI's customers, it would be blatantly discriminatory. SBC Illinois uses the same type of pre-wired cables to establish the connection to its own DSL customers, and SBC Illinois technicians naturally will perform the coordinated

tie-down for SBC Illinois' own customers. SBC Illinois' refusal to do so for ATTCI would place ATTCI at a substantial competitive disadvantage.

ISSUE UNE 12:

SBC ILLINOIS ISSUE: IS SBC ENTITLED TO COMPENSATION FOR WORK PERFORMED TO COMBINE UNES AS SET FORTH IN *VERIZON COMM., INC.?*

AT&T ISSUE: SHOULD SBC BE PERMITTED TO CHARGE A "GLUE" CHARGE WHEN SBC COMBINES UNES?

59. Q. WHAT DOES SBC ILLINOIS PROPOSE FOR SITUATIONS IN WHICH ATTCI IS NOT COLLOCATED WITH SBC ILLINOIS?

A. In those circumstances where ATTCI is not physically collocated at the premises where the UNE combination is to take place, SBC Illinois will perform the combining, but only under burdensome and discriminatory conditions. If the combination is one that is included in SBC's Illinois UNE offerings, ATTCI must order such combinations through "appropriate service requests." SBC Illinois will charge the "applicable service order charges," as well as all "recurring and nonrecurring charges for each individual UNE and cross connect ordered." SBC Illinois will *also* charge ATTCI "a fee(s) for work performed by SBC Illinois in providing the new combinations." For such work that may be required under federal or state rules, SBC Illinois will charge "Time and Material charges as reflected in State-specific pricing." See SBC Illinois' proposed contract language for Sections 9.3.3.8 and 9.3.3.12. These "glue charges" constitute blatant double recovery, because time and

material charges are already reflected in the nonrecurring charges for each element.

ATTCI will agree to pay SBC Illinois the Commission-approved charges as set forth in the Pricing Schedule to the ICA. ATTCI does not believe that additional charges (that have not been approved by the Commission) should be assessed to ATTCI for any requested combinations. The FCC's TELRIC pricing rules require that SBC Illinois charge no more for combinations of UNEs than the TELRIC costs of the combinations. SBC Illinois' options are limited to the applicable "Commission-approved" rates, when SBC Illinois sets rates for new elements or seeks to increase an existing rate. (See ICC Order in Docket 01-0614, ¶ 590)

60. Q. IS SBC ILLINOIS PROPOSING ADDITIONAL BURDENSOME REQUIREMENTS FOR UNE COMBINATIONS?

A. Yes. SBC Illinois further states that it wants to reserve its right to refuse to make new combinations available (either for ATTCI or SBC Illinois to combine) if one of several conditions are met. Some examples of SBC Illinois' proposed situations in which it can refuse combinations include whether "SBC's ability to retain responsibility for the management, control, and performance" would be "impaired," and whether SBC Illinois would be "placed at a disadvantage in operating its own network." (See SBC Illinois' proposal contract language and statement of position for Issue UNE 10 in

Attachment B to the arbitration petition.) These are vague and broadly worded restrictions, and in any particular situation SBC Illinois would be the judge of whether it would be required to provide the combination, at least in the first instance. If ATTCI disagreed, it would be forced to resort to the dispute resolution mechanisms of the ICA – by which time it would have long ago lost the customer. In addition, SBC Illinois has recently made clear that in its view it has no obligation to build facilities to complete a new combination. This is also blatantly discriminatory. SBC Illinois has a ubiquitous network with extensive feeder plant close to virtually any location, and SBC Illinois would of course build the facilities for itself. There is no justification for its refusal to do so for CLECs. This is not a matter of paying for the costs of such facilities, but rather a simple refusal to construct them.

61. Q. HOW DO SBC ILLINOIS' PROPOSED REQUIREMENTS AND PROCEDURES FOR OFFERING UNE COMBINATIONS AFFECT THE ULTIMATE GOAL OF FOSTERING COMPETITION IN LOCAL PHONE SERVICE IN ILLINOIS?

A. SBC Illinois' restrictions would deal a death blow to UNE-P-based competition as well as to the already-tenuous competition with DSL providers. It is crucial to CLEC's successful entry into local service offerings in Illinois that the public perceives the CLEC as being able to offer a full range of high quality services with bundling of all services by one provider. If there is a "gap" in the services a CLEC can offer, customers will tend to

remain with the incumbent, even if they are not affected by the gap. In other words, not only would SBC Illinois' proposed requirements render CLECs unable to serve large segments of the local market, it would also lead to the perception in the marketplace that CLECs are something less than full-service providers.

Indeed, under SBC Illinois' procedures, ATTCI would have no way of knowing whether any given order would constitute a "new" or "pre-existing" combination until ATTCI actually *submitted the order and had it rejected or accepted*. If ATTCI were actually to pursue local market entry under these conditions, it would be constantly placed in the position of winning a customer then finding out that it could not serve the customer after all. This would obviously have a severe adverse impact on ATTCI's reputation as a full-service provider.

62. Q. WHAT HAS BEEN SBC ILLINOIS' RESPONSE TO ATTCI'S PROPOSAL TO CONTINUE THE AVAILABILITY OF UNE COMBINATIONS AND WHY, IN THE INTEREST OF PROMOTING LOCAL COMPETITION IN ILLINOIS, SHOULD THIS COMMISSION REJECT IT?

A. In the ICA negotiations, SBC Illinois repeated its offer of the so-called "methods of access" system for ATTCI to undertake combinations of UNEs. AT&T has previously shown in a variety of SBC states that SBC's "methods

of access system" is inadequate to meet SBC's obligations to offer UNE combinations. In the ICA context, SBC has attempted to impose these restrictions through proposed business rules that would implement these "methods of access." Not only is it ATTCI's position that there is no legal basis for such restrictions on combinations, but from a business perspective, they are inappropriate, inefficient and uneconomic. Of SBC Illinois' "methods of access", combining network elements in collocation spaces is the only method that is currently available from SBC Illinois. Beyond the inefficiency of requiring the CLEC to do the combination, as discussed above, this one means of access is insufficient to promote local competition, since collocation space in SBC Illinois' end offices is a limited resource that cannot provide ATTCI with the ubiquity it needs.

Further, it is ATTCI's position that SBC Illinois' so-called "methods of access" approach is contrary to the Supreme Court's *Verizon* decision (which I referred to earlier), the FCC's UNE Remand Order,[2] and other decisions that establish that an ILEC cannot implement provisions that prevent competition by imposing inefficient or uneconomic conditions on CLECs. Under the "methods of access" system, ATTCI would first have to order the loop, switch port, and transport from SBC Illinois on separate orders. ATTCI would then

[2] Implementation of Local Competition Provisions of the Telecommunications Act of 1996, CC Dkt. 96-98, Third Report and Order and 4th Further Notice of Proposed Rulemaking (Rel. Nov. 5, 1999) ("UNE Remand Order").

need to cross- connect all three pieces once SBC Illinois provisioned the last element. This would also impose on ATTCI the extra expense and inefficiency inherent in using scarce collocation space for combining UNEs.

63. Q. WHY DOES ATTCI NEED UNE COMBINATIONS FROM SBC ILLINOIS TO SERVE THE ILLINOIS TELECOMMUNICATIONS MARKET?

A. ATTCI needs UNE combinations to serve the Illinois telecommunications market for the marketing, operations, and finance-related reasons I outline below. To ensure that SBC Illinois does not impose artificial costs on CLECs, the Commission should also require SBC Illinois to route all calls, including CLEC UNE-originated and–terminated calls, efficiently over its network.

64. Q. HOW DO SBC ILLINOIS' PROPOSALS TO LIMIT OFFERINGS OF UNE COMBINATIONS IN ILLINOIS AFFECT ATTCI'S ABILITY TO COMPETE IN THE LOCAL SERVICE MARKETS IN ILLINOIS?

A. From a marketing perspective, ATTCI needs to offer telecommunications services ubiquitously in SBC Illinois' serving areas. ATTCI will not succeed as a new market entrant if it is forced to limit its offerings to the precise SBC Illinois services customers are now using or to areas where ATTCI has deployed its own facilities. It would be next to impossible to design advertising to target only these audiences. Without current information on the exact SBC Illinois services each customer is purchasing, ATTCI account

representatives, who are targeting business or residential customers, would not have the information necessary to target new customers in this manner. It would be a marketing disaster for ATTCI (or any CLEC) to create an offering, only to have to turn large numbers of customers away.

Second, ATTCI needs to be able to purchase UNE combinations from SBC Illinois to assure optimum network efficiency. Because ATTCI only re-entered the local exchange market in 2002, many Illinois customers are located in areas that are not close enough to ATTCI's switches for ATTCI to serve them through those ATTCI-owned facilities. Thus, ATTCI needs to lease UNE combinations from SBC Illinois' network, at least initially, in order to provide a ubiquitous local offering to Illinois consumers.

65. Q. WHAT ARE SOME OF THE SPECIFIC IMPACTS OF THE RESTRICTIONS SBC ILLINOIS IS ATTEMPTING TO PLACE ON ITS OBLIGATIONS TO PROVIDE ATTCI WITH UNE COMBINATIONS?

A. There are at least two ways in which these restrictions would limit local exchange competition. First, SBC Illinois has indicated that it will only provide in combinations UNEs that are currently combined in its network. This means that ATTCI would not be able to provide current UNE combinations to customers moving to new business offices or homes. When ATTCI customers moved to new business locations or residential

subdivisions, ATTCI would not be able to continue offering service to these customers, who will then be forced to return to SBC Illinois. This would amount to a great marketing win-back program for SBC Illinois that would cost SBC Illinois nothing in advertising or marketing expenditures to win back these customers. Further, when new consumers and businesses move to Illinois, they will be forced to purchase service from SBC Illinois because the UNEs necessary for ATTCI to serve them are not currently combined in SBC's network. This impact is potentially significant: According to U.S. Bureau of the Census data, 19% of the population moved between 1997 and 1998 and 86% of those moving relocated within the same state, county, or community. In light of these statistics, SBC Illinois' insistence that it need not provide UNE combinations for "new" local service is sure to preserve its dominant position in the Illinois telecommunications market.

Second, SBC Illinois is using its so-called "methods of access" approach to limit the scope of local competition. It is no secret that collocation is a limited resource. In insisting that UNE combinations occur only in collocation space, SBC Illinois knows that it is only a matter of time, possibly within this contract period, before space in its end offices for CLECs to combine network elements is depleted. In this manner, SBC Illinois can prevent customers that want alternatives to its local service from obtaining them.

In short, SBC Illinois' "methods of access" concept is, like its other restrictions, caveats and limitations on the provision of UNE-P, designed to render it impossible for ATTCI effectively to use UNE-P to serve the mass market in Illinois. It would serve no purpose to discuss the remaining UNE issues exhaustively, on an individual basis, for SBC Illinois' position is cut out of the same cloth. And each conflicts with the governing principles for the provision of UNEs and UNE-P referred to above. As these issues are, to a large extent, legal in nature, ATTCI will address them further in its briefs.

VI. UNE ISSUES RELATING PARTICULARLY TO LINE SPLITTING OVER UNE-P (ISSUES UNE 8, 13)

66. Q. IS THE ABILITY TO USE LINE-SPLITTING IN CONJUNCTION WITH THE UNE-P IMPORTANT TO ATTCI?

A. Yes. The business implications to ATTCI (and other CLECs) of line splitting are significant. ATTCI seeks to offer Illinois customers both voice and data services utilizing UNE-P with xDSL capable loops. ATTCI anticipates that a variety of permutations of unbundled elements, ATTCI facilities, and partnerships with data CLECs (D-CLECs) will be required to provide competitive alternatives to Illinois consumers.

67. Q. PLEASE EXPLAIN WHAT YOU MEAN BY "LINE SPLITTING?"

A. The essence of "line splitting" is the ability of a voice CLEC (V-CLEC), by itself or in a partnering arrangement with a D-CLEC, to offer consumers both voice and data services over one loop.

68. Q. WHY IS IT IMPORTANT THAT ATTCI (AND OTHER CLECs) BE ABLE TO OFFER LINE-SPLITTING WITH THE UNE-P?

A. The UNE-P (Unbundled Network Element Platform) is the combination of UNEs necessary to provide basic local exchange service to customers and includes the full combination of switching, shared transport, and loop UNEs. Entry by CLECs utilizing UNE-P is the only prospect for broad-based residential and small business local exchange competition in Illinois any time in the near future. It will be a very long time indeed, if ever, before competitors can build their own facilities out to every residence or small business in SBC Illinois' service territory.

The ability to offer both voice and data utilizing a UNE-P product is critical in order for CLECs to have the ability to reach residential and small business customers on a mass-market scale. Robust residential and small business local exchange competition in Illinois for either voice or data services cannot develop without it. Making data services overly expensive, difficult, or impossible for competitors to provide in conjunction with UNE-P over a single local loop would do great harm to competition for both combined voice and data services and for voice services themselves.

69. Q. PLEASE EXPLAIN YOUR UNDERSTANDING OF SBC ILLINOIS' POSITION ON LINE SPLITTING OVER UNE-P.

A. SBC Illinois' position is that it will only permit line splitting "over UNE-P" when the CLEC/DLEC involved provides the splitter and it completes the combination in its own collocation cage. In fact, SBC Illinois takes the position that once the cabling to the CLEC DSLAM is installed for the UNE-P customer, the line splitting arrangement is no longer UNE-P. Under SBC Illinois' proposed contract language, any subsequent changes to this customer, such as adding DSL, would be a new UNE combination.

70. Q. DOES ATTCI BELIEVE SBC ILLINOIS' POSITION ON LINE SPLITTING IS CONSISTENT WITH REQUIREMENTS ESTABLISHED BY THE FCC AND STATE COMMISSIONS?

A. No. The FCC's and other state commission orders establish the line splitting requirements that apply to ILECs like SBC Illinois. For example, SBC Illinois' position conflicts with the FCC's reconsideration order on line splitting.[3] Paragraph 19 of that order requires an ILEC like SBC Illinois to "permit competing carriers to engage in line splitting *using the UNE-platform* where the competing carrier purchases the entire loop and provides its own splitter." (emphasis added) The FCC explained that, as it stated in its Texas 271 order, an incumbent has a "current obligation" to allow a competing carrier… to provide combined voice and data services on the same loop" (¶

[3] *See* Third Report and Order on Reconsideration in CC Docket No. 98-147, *In the matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 01-26 (rel. Jan. 19, 2001) ("Line Splitting Reconsideration Order").

18) and "must provide the loop that was part of the existing UNE-platform as the unbundled xDSL-capable loop, unless the loop was used for the UNE-Platform is not capable of providing xDSL service."[4] Thus, the FCC's order clearly contemplates requiring SBC to allow line splitting over UNE-P.[5]

SBC Illinois' position requires the UNE-P carrier to order a *new* loop (even if the loop actually used is, as is often the case, the existing loop) and a new switch port in every case that line splitting is sought. (See SBC Illinois' proposed contract language and position statement for Issues UNE 8(a) and 8(b)). Inherent in this position is the certainty that every time a UNE-P customer seeks line splitting, there will be a service disconnection, there potentially will be an extended period of loss of dial tone, there will be increased chance of loss of facilities (such as working telephone number or

[4] *Id.*, ¶ 19.

[5] Moreover, paragraph 20 of the FCC's Line Splitting Reconsideration Order states "incumbent LECs are required to make all necessary network modifications to facilitate line splitting, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. Thus, an incumbent LEC must perform central office work necessary to deliver unbundled loops and switching to a competing carrier's physically or virtually collocated splitter that is part of a line splitting arrangement." And paragraph 21 provides that "In particular, we encourage incumbent LECs and competing carriers to use existing state collaboratives and change management processes to address, among other issues: developing a single-order process for competing carriers to add xDSL service to UNE-platform voice customers; allowing competing carriers to forego loop qualification if they choose to do so (i.e., because xDSL service is already provided on the line); enabling competing carriers to order loops for use in line splitting as a "non-designed" service; and using the same number of cross connections, and the same length of tie pairs for line splitting and line sharing arrangements."

facilities assignment), there will be increased complexity in the ordering process, and there will be increased numbers of nonrecurring service order charges. The Michigan Public Service Commission ("MPSC") has ruled directly against SBC on this point, concluding that "SBC must permit line splitting *over the UNE-P*, at least when the CLECs provide the splitter, as the FCC has now ruled,"[6] and noting SBC Michigan had asserted "that it is not required to permit or facilitate line splitting over the UNE-P." [7]

Further, SBC Illinois continues to base its position on the "new" versus "currently combined" dichotomy referred to above.[8] That is, contrary to the FCC's and state commission orders to allow CLECs to provision line splitting on UNE-P, SBC Illinois takes the position that once line splitting is incorporated, UNEs are no longer "currently combined." This has many ramifications, most of which will only increase the costs and inefficiency of CLEC voice/data sharing arrangements.

SBC Illinois, consistent with its general stance on UNE combinations discussed above, has contended that CLECs must combine elements in order to migrate to and from line splitting arrangements. While a cross connection

[6] MPSC Order, Case No. U-12540, p. 7 (March 7, 2001) (emphasis added).

[7] Id. at 6.

[8] For example, SBC apparently continues to require CLECs to "order" an xDSL loop when line splitting is provisioned over UNE-P. SBC's position appears to conflict with the FCC's requirement that CLECs be able to re-use loops currently being used to provide voice services.

must be made in one or more CLEC collocation cages, SBC Illinois' position misses several important points. First, SBC Illinois' view that a CLEC has to do its own combining when migrating to and from a line splitting arrangement would not be true if more than one competitive carrier (a DLEC and a CLEC) were involved. Second, even if only one carrier were involved (or one cage were involved), the suggestion that the CLEC is performing work to combine elements is inaccurate (or at least, inapplicable). If the CLEC elected to maintain the cross connection in the collocation cage, in most cases, the CLEC would only be removing a splitter card that had been inserted to separate the high frequency portion of the loop from the voice frequency. After the removal of the splitter card by the CLEC, the same elements previously used to provide both voice and data would still be connected, but now would provide only voice. In other words, no disconnection would be effected. Yet, SBC Illinois persists in refusing to identify this combination of elements as UNE-P.

In sum, this Commission should reject SBC Illinois' proposed language for Sections 9.3.1.2 and 9.3.2.2 of the new ICA in order that SBC Illinois will be obligated to provide the UNE-P/line splitting arrangement, and the UNE-P/post-line splitting arrangements are treated as UNE-P, i.e., ordered as UNE-P, maintained as UNE-P, tested as UNE-P, repaired as UNE-P, and charged for as UNE-P. The Commission should reject SBC Illinois' language for Section 9.3.3.1 of the ICA (see SBC Illinois' proposed contract language

for Issue UNE-13), which would allow SBC Illinois to deem line splitting a "new combination" which could be refused, or charged at exorbitant BFR rates.

VII. ACCESS TO AIN DATABASE, FEATURES, AND PRIVACY MANAGER

ISSUE UNE 32(a): SHOULD SBC BE REQUIRED TO PROVIDE ACCESS TO SBC DESIGNED AIN FEATURES, FUNCTIONS AND SERVICES?

ISSUE UNE 32(b): SHOULD ACCESS TO AIN BE PROVIDED PURSUANT TO BFR WITH ALL TERMS AND CONDITIONS AND PRICING NEGOTIATED PURSUANT TO THE BFR?

71. Q. WHAT IS THE PURPOSE OF THIS SECTION OF YOUR TESTIMONY?

A. The purpose of this section of my testimony is to explain why SBC Illinois must offer ATTCI access to AIN features on a customer specific basis. I further explain why the ability to offer ATTCI customers "Privacy Manager" or like features is essential to ATTCI's consumer and business offerings in Illinois and why SBC Illinois' proposed alternative of providing access to the AIN Service Creation Environment is insufficient, discriminatory and anti-competitive.

72. Q. WHAT IS PRIVACY MANAGER?

A. Privacy Manager is an AIN-based feature that allows customers to choose several alternatives to screen and/or reject calls from telemarketers and other callers that do not transmit identifying information. ATTCI is seeking, in the

new ICA, access to AIN features including but not limited to Privacy Manager as an additional UNE.

73. Q. HOW DO YOU RESPOND TO SBC ILLINOIS' ARGUMENT THAT IT IS RELIEVED BY THE FCC'S UNE REMAND DECISION FROM PROVIDING PRIVACY MANAGER AS A UNE?

A. Both the Telecommunications Act and the FCC's rules state that a CLEC can ask for any terms and conditions in its Interconnection Agreement. It is ATTCI's position that the UNE Remand Order allows state commissions to require ILECs to provide additional UNEs beyond those on the national list. For example, paragraph 145 of the UNE Remand Order says:

> In the *Local Competition Order First Report and Order*, the Commission also determined that state commissions could impose additional unbundling requirements, as long as the requirements were consistent with the 1996 Act and our regulations.

It is ATTCI's position that the FCC's UNE Remand Order requires that ILECs unbundle AIN databases and the related Service Creation Environment ("SCE"), Service Management System ("SMS"), and Signal Transfer Points ("STPs") to CLECs; and that the UNE Remand Order further requires the ILEC to make available the AIN features as UNEs if the ILEC does not provide non-discriminatory access to its AIN SCE.

74. Q. ARE THERE ANY OTHER REASONS WHY SBC ILLINOIS MUST PROVIDE ACCESS TO AIN FEATURES?

A. Yes. As indicated by its proposed contract language, SBC Illinois has refused to provide ATTCI with access to the AIN feature Privacy Manager on a customer specific basis. SBC Illinois suggests that ATTCI simply utilize SBC Illinois' access to the AIN Service Creation Environment, and it proposes contract language that it claims matches with the FCC's UNE Remand Order. SBC Illinois' proposal would allow ATTCI to access the SBC AIN SCE itself on a BFR basis. This, SBC Illinois contends, would allow ATTCI to create its own software to perform the same tasks as the SBC Privacy Manager. However, SBC Illinois has a history of discriminatory access to its AIN SCE.

In Texas, the Public Utility Commission of Texas confirmed the obligation of SBC's subsidiary, SWBT to provide access to its AIN features in the SWBT/MCI Metro arbitration, Docket No. 24542 ("Texas Order"). The Texas Commission explained:

> The UNE Remand Order provides that AIN service software is proprietary and exempt from unbundling requirements, only after the ILEC provides CLECs with fully functional access to SCE and SMS in a manner that allows CLECs to configure their own AIN services.
>
> In this proceeding, SWBT has not proven that such access is available. Moreover, the assurance of market certainty requires Commission oversight to ensure that such access is properly available, and

> that CLECs have an adequate opportunity to configure their own AIN services.
>
> Therefore, if and when SWBT seeks to treat its AIN service software as proprietary and exempt from unbundling requirements, SWBT has the burden of initiating a proceeding before the Commission for that purpose to allow for Commission oversight. In addition, SWBT must show that such access is operational and will not impair the network. (Texas Order at 155)

SBC implements the same access to the AIN network in both Texas and Illinois, as its processes outlined on its website are virtually identical. This Commission should reach the same conclusion as the Texas Commission in its interpretation of the FCC's UNE Remand Order. Specifically, SBC Illinois should be found to be required under the UNE Remand Order to provide ATTCI with Privacy Manager and other existing and new AIN features on a customer specific basis and at UNE rates, because it has not met the condition for treating Privacy Manager as being exempted from the UNE unbundling requirements. Despite specific orders of the FCC and state commissions, SBC is still refusing to provide this feature to ATTCI in Illinois. Every day that SBC Illinois refuses to provide this feature to CLECs while offering it as a promotion in its retail business offerings is a day that SBC Illinois retains or gains a competitive advantage over ATTCI.

75. Q. HOW IS SBC ILLINOIS USING PRIVACY MANAGER AS A MARKETING TOOL?

A. SBC Illinois is able to use Privacy Manager as a "win back" tool. SBC Illinois offers end users free access to the Privacy Manager service. Because SBC Illinois concurrently will not make Privacy Manager available to ATTCI, ATTCI is at a great competitive disadvantage in attempting to compete in the Illinois marketplace. The provision of Privacy Manager gives SBC Illinois a significant marketing advantage.

76. Q. WHY DOES ATTCI BELIEVE THAT IT SHOULD RECEIVE ACCESS TO THE AIN FEATURE PRIVACY MANAGER AT A TELRIC-BASED PRICE?

A. ATTCI should receive access to this UNE at TELRIC prices because SBC has not met the pre-condition for not unbundling Privacy Manager and treating it as a UNE. It is critical to ATTCI's ability to compete in the local exchange market for residential and small business customers to include this requirement in ATTCI's ICA with SBC Illinois.

77. Q. ARE THERE ANY GUIDELINES FOR THE COMMISSION TO SET A PRICE FOR THE PROVISION OF PRIVACY MANAGER?

A. Yes. The cost of all features is already included in the price of the unbundled switch port. So, no incremental pricing is needed for this feature. If SBC Illinois believes that there are additional incremental costs for this feature, then it can submit appropriate TELRIC cost studies to justify an incremental cost. The Commission could also set a price for ATTCI in the new ICA while

SBC Illinois attempts to convince the Commission to set a different rate in a rate case.

78. Q. WHAT IS AN APPROPRIATE SCHEDULE FOR AND METHOD OF IMPLEMENTATION OF THE AVAILABILITY OF PRIVACY MANAGER?

A. SBC Illinois can implement the offering of Privacy Manager within just a few days by engaging in its normal business practice of using an existing Universal Service Ordering Code ("USOC") (in this case "WHO") and Req. Type "M" and taking steps to ensure that SBC Illinois' systems recognize and implement UNE orders for Privacy Manager with this USOC and Req. Type.

79. Q. WOULD YOU PLEASE SUMMARIZE THE DISCUSSIONS AT&T HAS HAD WITH SBC SURROUNDING IMPLEMENTATION OF PRIVACY MANAGER?

A. In February 2002, AT&T and SBC first discussed access to Privacy Manager as one of the AIN features that AT&T would like to purchase under the terms of its California, Texas, and Illinois Interconnection Agreement. This issue was quickly escalated to the Vice President level at both companies. By early March, SBC had acknowledged to AT&T that it must provide AT&T with access to Privacy Manager per the terms and conditions in the AT&T/SBC interconnection agreements.

Although SBC initially advised my team that the companies had reached an impasse on this issue at a March 2002 meeting, SBC managers on the AT&T account team subsequently advised us multiple times over a period of three months that SBC wished to settle the dispute (and would provide access to the feature) in not just Illinois but Texas and California as well. Following that communication, SBC encouraged AT&T to submit Bona Fide Requests (BFRs) for Privacy Manager for the SBC states, ostensibly to speed along the implementation process in all states. AT&T did so, only to receive BFR responses from SBC identifying various reasons why SBC was not obligated to provide the feature in any of those states.

For California and Texas, SBC has consistently communicated that it agrees it is obligated to provide access to Privacy Manager and other AIN-based features on an unbundled basis but has refused to offer prices, terms and conditions that are either clear and firm or comply with the California Interconnection Agreement. AT&T was forced to pursue this issue through private arbitration in California and a complaint process in Texas.

80. Q. CAN YOU BRIEFLY EXPLAIN HOW A CLEC INTERACTS WITH SBC ILLINOIS TO ORDER A NETWORK FEATURE SUCH AS PRIVACY MANAGER?

A. Yes. This process is not complex. SBC Illinois has already implemented the Privacy Manager feature in its AIN databases. Indeed, ATTCI can only

obtain Privacy Manager in central office locations where SBC Illinois has made this feature available to its own end user customers. This is not an issue of needing to have a technician actually install new equipment in the network to provide Privacy Manager to an individual ATTCI customer. The only work effort necessary is to ensure that ATTCI's orders are properly implemented. ATTCI interacts with SBC Illinois (with some exceptions) through "mechanized" (or electronic) processes. In other words, an ATTCI representative enters various codes onto a screen-based form and that information is mechanically processed by SBC Illinois ordering, provisioning and billing systems, and as needed, the repair and maintenance systems.

This process uses certain codes. The primary code to differentiate an order is known as a USOC, as I explained above. To further differentiate an order, SBC Illinois employs an additional symbol know as a requisition type that simply differentiates to the system what type of order is being sent. SBC Illinois uses requisition type or Req. Type "R" for orders that are sent for its own end users. Req. Type "E" is the code used when CLECs place a resale order with SBC Illinois. Req. Type "M" is the code used when the order the CLEC sends is for a loop with port (another name for the UNE platform). What these codes accomplish is to allow SBC Illinois' mechanized ordering and provisioning systems (e.g., the systems that actually cause SBC to turn on the service for a customer and bill the correct price to the party placing the order) to act to provide the service.

81. Q. IS THE DEVELOPMENT AND IMPLEMENTATION OF A USOC OR REQ. TYPE DIFFICULT FOR SBC ILLINOIS?

A. No, especially in this case. Again, a USOC is simply a code that identifies for SBC Illinois' systems what type of product is being ordered, and the requisition type or Req. Type is simply the type of order being sent to SBC Illinois to be processed. SBC Illinois does not need to obtain and input to its systems entirely new USOCs for ordering Privacy Manager as a UNE. This is true regardless of the price SBC Illinois wants to charge. To the extent any development work is required at all, it is simply to ensure that all the electronic systems accept the new combination of USOC and Req. Type that allows ATTCI to order Privacy Manager as a UNE. This work should only take a few days, not months. In fact, based on my experience and that of my team, I believe that it would only take a week (with overtime) to develop entirely new Req. Types and add those to the systems. It should take less than half that time to simply allow an existing Req. Type to be ordered in combination with an existing USOC. This is a simple process.

Further, since SBC Illinois' UNE Platform orders mechanically flow through its systems, there are no service representatives at SBC Illinois that need to be trained in processing orders because the mechanized system processes the orders. From a technical perspective, the SBC Illinois technicians install Privacy Manager every day with every retail and resale customer that orders the product, and provide their customers with same day

service. In fact, the SBC Illinois technicians shouldn't even know if the installation is for ATTCI, another CLEC or SBC retail. If SBC Illinois needed another day to implement billing against the Req. Type, then ATTCI would be amenable to add another day for billing implementation. In total, these steps should take no longer than a week if completed sequentially and could all be done concurrently in a day or two. In summary, SBC Illinois can implement Privacy Manager using the current USOC for this feature and just distinguish ATTCI's UNE order by using its already existing Req. Type "M". All of the ordering, provisioning, testing and billing activities can be accomplished within a week if completed sequentially or a day or two if completed concurrently.

VIII. OTHER LIMITATION AND RESTRICTIONS ON USE OF UNES

ISSUE UNE 23: SHOULD AT&T BE ALLOWED TO COMMINGLE LOCAL AND TOLL OS/DA TRAFFIC ON EXISTING FG D TRUNKS?

ISSUE UNE 24(A): SHOULD AMERITECH BE REQUIRED TO DEPLOY CUSTOM ROUTING FOR AT&T BASED ON AT&T'S PROPOSED SCHEDULE OR MUST AT&T ORDER CUSTOM ROUTING VIA THE BFR PROCESS?

ISSUE UNE 24(B): IN WHAT MANNER SHOULD SBC-ILLINOIS BE REQUIRED TO PROVIDE CUSTOMIZED ROUTING ASSOCIATED WITH UNES?

ISSUE UNE 25: UNDER WHAT CONDITIONS SHOULD AMERITECH PROVIDE UNBUNDLED SHARED TRANSPORT?

ISSUE UNE 26: SHOULD SBC AMERITECH REFUSE TO CUSTOM ROUTE TRAFFIC BY OCN WITHIN A CENTRAL OFFICE?

82. Q. DOES ATTCI BELIEVE THAT SBC ILLINOIS MUST OFFER UNES WITHOUT USE RESTRICTIONS?

A. Yes, as discussed at some length above, it is ATTCI's position that, under the Telecommunications Act as interpreted by the FCC and Illinois law, ILECs such as SBC Illinois may not restrict how CLECs use UNEs or combinations of UNEs. Rather, CLECs, including ATTCI are entitled to use UNEs or combinations to provide any telecommunications service that the particular UNE or combination may be used to provide, including exchange access.

83. Q. WHY DOES ATTCI NEED ACCESS TO UNEs FROM SBC ILLINOIS WITHOUT USE RESTRICTIONS?

A. AT&T, as a global telecommunications provider, offers a variety of telecommunications services, in a variety of telecommunications market segments. ATTCI intends to purchase UNEs as a means to compete in not one, but many, segments of this market. ATTCI does not want to be – and good economic policy dictates that no CLEC should be -- limited to offering only SBC Illinois' service offerings. The sophisticated Illinois telecommunications market demands and will continue to demand packages that serve a variety of market segments, including voice and data for all varieties of intraLATA and interLATA services. SBC Illinois refused to agree to contract language that simply and without qualification recites SBC Illinois' agreement to provide specified UNEs. Rather, SBC Illinois has repeatedly demanded language restricting the particular UNE to local service

and to existing customers of that service. ATTCI objects to such language and asks the Commission to reject it. These contractual use restrictions would interfere with ATTCI's ability to serve its customers and meet their needs. The ability to purchase UNEs to provide any telecommunications service, which ATTCI believes it is entitled to under law, it is a business necessity for ATTCI. To compete effectively, ATTCI must be able to use a network element for end users that may purchase intraLATA, interLATA, data, video, and/or broadband services from ATTCI.

84. Q. HOW WOULD USE RESTRICTIONS ON UNES AFFECT ATTCI'S OFFERINGS TO ITS END USER CUSTOMERS AND ITS ABILITY TO COMPETE IN ILLINOIS?

A. As a full-service provider, ATTCI offers its end-user customers packages that include a variety of telecommunications services. By attempting to limit ATTCI's use of UNEs, SBC Illinois is not only erecting a barrier to entry, it is also preventing Illinois telecommunications customers from having the opportunity to purchase full-service telecommunications packages from ATTCI in competition with SBC Illinois.

85. Q. FOR WHAT UNES HAS SBC ILLINOIS ATTEMPTED TO IMPOSE USE RESTRICTIONS?

As discussed above, SBC Illinois has attempted to restrict the use of UNEs in general, but in particular Dedicated and Shared Transport, Custom Routing

and Unbundled Local Switching. SBC Illinois has also tried to put limitations on UNE-P migrations. For example, SBC Illinois refuses to provide shared transport to ATTCI to connect intraLATA toll calls. AT&T Exhibits 6.1 and 6.2 to this testimony are two diagrams demonstrating ATTCI's and SBC Illinois' disagreement on this topic. SBC Illinois demands that ATTCI use shared transport only for carrying local calls. SBC Illinois "offers" to route intraLATA calls only to an inter-exchange carrier's ("IXC's") Point of Presence ("POP"), to be terminated back on SBC Illinois' network.

86. Q. WHAT WOULD THIS STRATEGY ACHIEVE?

A. First, this strategy would allow SBC Illinois to retain subsidy-inflated access revenues for carrying the call from its switch to the interexchange carrier POP. Second, it would provide SBC Illinois with a revenue "double-dip" through charges to ATTCI to terminate the call to its end users. This keeps intraLATA toll costs high for ATTCI, provides an artificial price floor under ATTCI's intraLATA toll services and, thus, preserves SBC Illinois' competitive advantage in the intraLATA toll market. This enables SBC Illinois to remain the dominant carrier in the intraLATA toll market.

87. Q. ARE THERE ANY OTHER LIMITATIONS THAT SBC ILLINOIS HAS IMPOSED ON SHARED TRANSPORT?

A. Yes. SBC Illinois does not believe that it needs to add capacity in its inter-office network for a CLEC. However, SBC Illinois must comply with the

Illinois service standards on inter-office call blocking performance measures for its' own traffic; thus, SBC Illinois has to build additional facilities for itself when inter-office transport requirements demand it. Yet, SBC Illinois has proposed language stipulating that it need not provide inter-office facilities to CLECs for shared transport, when facilities become exhausted.

88. Q. HAS ATTCI OFFERED ANY COMPROMISE ON THIS ISSUE?

A. Yes. ATTCI has offered to pay SBC Illinois for inter-office diversity on Unbundled Dedicated Transport. This feature is orderable by both SBC Illinois retail and SBC Illinois access customers.

89. Q. HAS SBC ILLINOIS ACCEPTED THIS ATTCI PROPOSAL?

A. No. SBC Illinois has stated that although this feature is available for retail and access dedicated transport, SBC will not make it available for Unbundled Dedicated Transport. Further, SBC Illinois stated that even if it were forced to offer this feature on Unbundled Dedicated Transport, ATTCI must obtain a price for the feature through the laborious (and discriminatory) BFR process.

90. Q. IS IT NECESSARY TO USE THE BFR PROCESS TO PROVIDE THIS FEATURE WHEN SBC ILLINOIS IS ALREADY OFFERING IT TO ITS RETAIL AND ACCESS DEDICATED TRANSPORT?

A. No. There is no reason for SBC Illinois to claim that it has no process for CLECs to order this feature and that it must be ordered via the BFR process.

IX. UNE-P MIGRATIONS

ISSUE UNE 8(A): WHEN SBC SERVICES ARE CONVERTED TO UNE COMBINATIONS, MUST SBC GUARANTEE THAT SERVICE TO THE END USER WILL NEVER BE DISCONNECTED DURING CONVERSION?

91. Q. IS IT NECESSARY TO PUT CUSTOMERS OUT OF SERVICE WHEN SBC ILLINOIS MIGRATES UNE-P CUSTOMERS TO ATTCI?

A. No.

92. Q. HAS ATTCI REQUESTED THAT SBC ILLINOIS AGREE NOT TO PUT CUSTOMERS OUT OF SERVICE DURING UNE-P MIGRATIONS?

A. Yes, we have. However, SBC Illinois refuses to agree that it cannot put customers out of service when migrating them from SBC Illinois retail to service from AT&T using the UNE-P.

93. Q. ARE THERE ANY FEATURES THAT MAY BE LOST DURING UNE-P MIGRATIONS?

A. Yes. SBC Illinois has also refused to allow an end user being migrated to ATTCI, to be served via UNE-P, to keep his/her voice mailbox, even if ATTCI has executed a separate voice mail contract.

X. ACCEPTANCE AND COOPERATIVE TESTING

ISSUE UNE 20: WHAT LANGUAGE SHOULD APPLY TO SITUATIONS WHERE THE AMERITECH PERSONNEL ARE ON HOLD FOR 10 MINUTES IN ACCEPTANCE TESTING AND COOPERATIVE TESTING?

94. Q. DOES SBC ILLINOIS PROVIDE APPROPRIATE ACCEPTANCE AND COOPERATIVE TESTING?

A. No. SBC Illinois would like to close out an order when an ATTCI technician is not readily available within 10 minutes of the test interval. SBC, across its 13 states, has had more reasonable procedures for cooperative testing for some years now.

95. Q. HOW IS SBC ILLINOIS' PROPOSED PROCESS FLAWED?

A. The correct (and current) procedure puts the order in Customer is Not Ready ("CNR") status. At this point, it is ATTCI's responsibility to send a Supplemental Order ("Supp") to SBC Illinois and request a new acceptance or cooperative testing interval. The ATTCI proposed language reflects this process. Under the new process proposed by SBC Illinois, the SBC Illinois technician would make one attempt and if unable to reach the ATTCI technician would just close out the order and assume that the loop was accepted by ATTCI . This process assumes that only ATTCI technicians are responsible for delays when in reality a delay could be caused at either end.

96. Q. HAVE ATTCI AND SBC ILLINOIS WORKED TO REFINE AND RESOLVE THIS PROCESS IN A BUSINESS TO BUSINESS NEGOTIATION?

A. Yes, and for SBC Illinois to summarily discard a process that the parties have developed over a number of years is simply outlandish. SBC Illinois'

proposed new procedure will delay ordering processes and increase ATTCI's ordering costs by forcing ATTCI to issue a new order just to complete testing the loop. SBC Illinois would not turn up a customer on a loop without testing it first and should not expect ATTCI to do so either.

97. Q. IS THERE ANY TECHNICAL OR INDUSTRY STANDARD REASON FOR SBC ILLINOIS TO REQUIRE THESE NEW PROCESSES?

A. No. There is no technical reason for such an approach. The parties have, over the past several years, maintained a general regime of cooperative testing at agreed-upon, regular intervals.

XI. DSL AND HIGH FREQUENCY PORTION OF THE LOOP

ISSUE UNE 19: WHETHER THE DSL/PSD PARAMETER OR PROOF OF CONTINUITY PARAMETER TEST IS APPROPRIATE TO ASSESS THE LOOP DSL QUALIFICATIONS.

ISSUE UNE 21: SHOULD THE BASIC METALLIC LOOP PARAMETERS OR THE SPECIFIC LOOP PARAMETERS ASSOCIATED WITH THE LOOP BE VERIFIED DURING COOPERATIVE TESTING?

ISSUE UNE 22:

AT&T ISSUE: SHOULD SBC AMERITECH BE REQUIRED TO GUARANTEE THE LOOP PROVIDED TO AT&T PERFORMS AS SPECIFIED BY AT&T?

SBC ISSUE: SHOULD SBC BE REQUIRED TO GUARANTEE LOCAL LOOPS WILL PERFORM AS ORDERED BY AT&T BEYOND BASIC METALLIC LOOP PARAMETERS?

98. Q. IS SBC ILLINOIS ONLY REQUIRED TO PROVIDE A BASIC METALLIC LOOP WITH CONTINUITY, OR SHOULD THE LOOPS

PROVIDED BY SBC ILLINOIS MEET SPECIFIC PARAMETERS BEYOND CONTINUITY?

A. SBC Illinois believes that it only must install the DSL loop or HFPL loop meeting a continuity test. This means that there is a live line that extends from the central office to the customer's premise. However, the FCC in its Advanced Services Order outlined a variety of DSL loop types and assigned parameters for each of these loop types. They include length, gauge and power requirements. There is no reason for SBC Illinois not to agree to language specifying that it will provide these parameters. ATTCI expects that SBC Illinois will provide these parameters to its own AADS affiliate. AT&T believes that the DSL/PSD Mask parameters should be used as the test parameters to qualify DSL loops. The FCC Advanced Services Order requires SBC-Ameritech to use the PSD/DSL Mask parameters to qualify DSL loops.

XII. CUSTOMIZED ROUTINE AND UNBUNDLED LOCAL SWITCHING

ISSUE UNE 26: SHOULD SBC AMERITECH REFUSE TO CUSTOM ROUTE TRAFFIC BY OCN WITHIN A CENTRAL OFFICE?

99. Q. HAS SBC ILLINOIS PROVIDED CUSTOMIZED ROUTING AND LOCAL SWITCHING?

A. No. A full 3 years after the FCC issued its UNE Remand Order and required custom routing, SBC Illinois is still attempting to avoid offering it to ATTCI.

100. Q. WHAT DOES ATTCI PROPOSE WITH RESPECT TO CUSTOMIZED ROUTING?

A. First, custom routing can be done at any technically feasible point provided by the switch. Second, ATTCI should be allowed to commingle local, toll, and OS/DA on Feature Group D access trunks already in place today. There is no technical reason why ATTCI would need go through the time and expense of installing totally new trunking for additional traffic types. SBC Illinois won't even agree to the implementation schedule proposed by its own parent company and implemented in California. Finally, SBC Illinois wants to be able to limit the type of custom routing in each switch to a specific class of service or OCN. None of these restrictions are outlined in any FCC or Illinois Commission order nor are they found in the Unbundled Local Switching section of the tariff approved by this Commission.

101. Q. ARE THERE TECHNICAL INFEASIBILITY ISSUES WITH SBC ILLINOIS' PROPOSED METHOD OF PROVIDING THIS SERVICE?

A. Yes. From a practical perspective, even if ATTCI thought there was some technical basis for these restrictions, ATTCI cannot comply with them. SBC Illinois has not implemented the ability to use more than one OCN per Access Carrier Name Abbreviation (ACNA) in the State of Illinois. Without multiple OCNs operating in the state, ATTCI has all of its business operations (facilities based, consumer UNE-P, business UNE-P, and DSL) using the same OCN.

102. Q. WHY CAN'T ATTCI USE ONE OCN FOR ALL OF ITS PRODUCTS AND SERVICES?

A. ATTCI's four business segments have different routing requirements and therefore cannot implement a single custom routing plan. One size does not fit all in this situation. If SBC Illinois had implemented the multiple OCN capability as it promised almost 2 years ago, ATTCI might have the ability to comply with part of SBC Illinois' proposal . Further, ATTCI does not believe SBC Illinois' proposal is necessary when this restriction is not implemented in SBC's other regions (SNET, SWBT, Pacific Bell). Finally, SBC Illinois has proposed language limiting the availability of features when customers are served out of remote switches and limiting the use of tandem switches.

103. Q. WHERE DO THE FEATURES ORIGINATE FOR THE REMOTE SWITCH?

A. SBC Illinois' remote switches pull their features from the host switch to which the remote is connected.

104. Q. HOW DOES THIS LIMIT ATTCI'S ABILITY TO SERVE CUSTOMERS THAT ARE INITIALLY SBC ILLINOIS CUSTOMERS THAT ARE SERVED FROM AN SBC ILLINOIS REMOTE SWITCH?

A. SBC Illinois' proposal does not allow any customers that are served out of SBC Illinois remote switches to migrate their service from SBC Illinois to ATTCI. As for tandem switching, it is ATTCI's position that the FCC UNE

Remand Order allows for CLEC to utilize SBC tandems as a meet point for trunking arrangements.[9] What else would a CLEC use tandem switching for? Once again, SBC Illinois' proposal would limit the use of a UNE by ATTCI, this time with tandem switching.

ISSUE 30: SHOULD AMERITECH BE REQUIRED TO ADMINISTER LIDB INFORMATION PROVIDED BY AT&T?

105. Q. SHOULD SBC ILLINOIS AMERITECH BE REQUIRED TO ADMINISTER LIDB INFORMATION PROVIDED BY ATTCI?

A. Yes. ATTCI's language tracks with SBC Illinois' LIDB process. SBC Illinois' process requires ATTCI to indicate LIDB updates on the Local Service Request and then SBC Illinois will implement the update. Therefore, ATTCI's language is appropriate and should be adopted.

SBC Illinois, in its position statement on this issue in Attachment B in the arbitration petition, insists that SBC Illinois does not administer the LIDB database for ATTCI and that it provides ATTCI an interface to administer ATTCI's own LIDB information. SBC Illinois' statement of position would lead one to believe that ATTCI can physically go into SBC Illinois' database and do ATTCI's own updates to the ATTCI information stored in this database. In fact, this is not true. ATTCI has to submit any additions, changes

[9] See UNE Remand Order, Appendix C, pp. 5-6.

or deletions to SBC Illinois. It is SBC Illinois that physically inputs the data provided by ATTCI into the SBC Illinois LIDB database.

Moreover, while SBC-Illinois is disputing the use of the word "administer" in the DPL and also emphasizes "not requiring an LSR", the following language was proposed and won by SBC-SWBT for LIDB in the MCI arbitration in Missouri last year:

> **"9.4.3.10.1 The LSR Process allows SBC-12STATE to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-12STATE's UNE local switch ports."**

SBC Illinois' position here is obviously inconsistent with the position SBC took in Missouri.

ISSUE UNE 31: WHAT INTERFACES ARE USED TO ADMINISTER DATA WHEN AT&T RESELLS DATA TO A THIRD PARTY?

ISSUE UNE 33: SHOULD THE LIDB-AS SCHEDULE BE A PART OF THE INTERCONNECTION AGREEMENT?

106. Q. WHAT INTERFACES ARE USED TO ADMINISTER DATA WHEN ATTCI RESELLS DATA TO A THIRD PARTY?

A. ATTCI uses the OSMOP interfaces and the Sleuth system (in accordance with SBC Illinois practices) to administer line records it resells to a third party. ATTCI would like to have the language in Sections 9.2.8.19.4 and 9.2.8.19.6 of the ICA reflect the specific interface that it uses to ensure that SBC Illinois

continues to support this interface and industry approved updates to it. SBC Illinois on the other hand, proposes to use vague language from its LIDB–AS generic schedule. This would allow SBC Illinois to discontinue supporting this specific interface in the future at its discretion.

107. Q. SHOULD THE LIDB-AS SCHEDULE BE PART OF THE INTERCONNECTION AGREEMENT?

A. ATTCI believes that the language for Schedule 9.2.8, that has been negotiated by the parties covers both parties adequately for the use of the SBC Illinois LIDB database. SBC Illinois on the other hand, would like to force ATTCI to use SBC Illinois' generic LIDB-AS schedule which, as I pointed out in my immediately preceding answer, is too vague in some places and too restrictive in others.

ISSUE UNE 34: SHOULD THIS SCHEDULE [THE OS/DA SCHEDULE] HAVE A SEPARATE INDEMNIFICATION SECTION OVER AND ABOVE THE LANGUAGE FOUND IN THE GTCs?

108. Q. WHAT IS ATTCI'S POSITION ON ISSUE UNE 34?

A. ATTCI's position is that a separate indemnification for Schedule OS/DA is unnecessary. ATTCI believes the indemnification provision of the General Terms and Conditions Article sufficiently covers indemnification for the entire ICA.

109. Q. DOES THIS CONCLUDE YOUR PREPARED TESTIMONY?

A. Yes.